

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C.
1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
DUNDEE OIL AND GAS LIMITED**

**SUPPLEMENT TO THE THIRD REPORT OF THE MONITOR
FTI CONSULTING CANADA INC.**

May 18, 2018

1.0 INTRODUCTION

1.1 This report (the “**Supplement**”) is filed by FTI Consulting Canada Inc. in its capacity as the Monitor (the “**Monitor**”) of Dundee Oil and Gas Limited (“**DOGL**” and together with Dundee Energy Limited Partnership, the “**Debtors**” or “**Dundee**”) as a supplement to the Monitor’s Third Report to the Court dated May 9, 2018 (the “**Third Report**”).

1.2 Capitalized terms not otherwise defined herein have the meanings attributed to them in the Third Report.

1.3 The Third Report and this Supplement are filed in connection with the Debtors’ motion returnable May 23, 2018 to, *inter alia*, seek an order (the “**AVO**”) (i) approving the Asset Purchase Agreement dated April 4, 2018 (as may be amended from time to time, the “**Purchase Agreement**”) between Dundee as Seller and Lagasco Inc., as Buyer (the “**Buyer**”) and vesting all of the Debtors’ right, title and interest in substantially all of their assets to the Buyer in accordance with the terms of the Purchase Agreement; (ii) assigning the rights and obligations of the Debtors to the Buyer under the Assigned Contracts pursuant to section 11.3 of the *Companies’ Creditors Arrangement Act* (Canada) (the “**CCAA**”); (iii) directing the Buyer to distribute to National Bank of Canada (the “**Lender**”) the net amount of the cash portion of the Purchase Price, net of the Deposit; (iv) directing the Debtors, subject to the *Miss Libby* Reserve and Professional Fee Reserve, to distribute to the Lender the Deposit and any future receipts or proceeds immediately upon receipt thereof; and (v) extending the Stay Period until September 28, 2018.

1.4 The Debtors and the Buyer have agreed to the terms of an amendment to the Asset Purchase Agreement and have entered into an Amending Agreement dated May 17, 2018 (the

“**APA Amending Agreement**”). A copy of the executed APA Amending Agreement is attached hereto as **Appendix “A”**.

1.5 Further to paragraph 7.9 of the Third Report, the MNRF is currently considering and reviewing the request to transfer the licenses for the Wells from the Debtors to the Buyer, upon closing of the Transaction. The MNRF has requested certain information from the Buyer in order to evaluate this request, which the Buyer has provided or will provide, in support of the MNRF’s consideration of the proposed License Transfers.

1.6 The Monitor has received various inquiries and two objections from lease counterparties in response to the Assignment and Distribution Notices and Trade Contract Assignment Notices that were previously sent by the Monitor. The first objection was from a counterparty claiming that he had not consented to the lease(s) on title to his real property. The Monitor has reviewed this objection and determined that the counterparty had purchased his real property subject to the lease(s) registered on title. The Monitor is in discussions with this counterparty with a view to resolving this issue. The Monitor has also been responding to the various inquiries it has received from other lessors and will continue to do so.

1.7 The remaining objection was received by Mark Whittle in connection with leases with both Whittle Farms Inc. and Marilyn and Harold Whittle. According to Dundee’s records, there are six leases entered into among Dundee (or its assignee) and Whittle Farms Inc. and/or Marilyn and Harold Whittle that comprise Purchased Assets under the Purchase Agreement, as follows (collectively, the “**Whittle Leases**”):

- a) Petroleum and Natural Gas Lease and Grant, dated June 28, 1989 (Lease number 92550) between Dundee and Marilyn and Harold Whittle;

- b) Grant of Easement dated November 21, 1996 (Lease number 733607);
- c) Unitization Agreement, dated November 7, 2000 between Dundee, Whittle Farms Inc. and Marilyn and Harold Whittle;
- d) Grant of Easement dated February 1, 2001 (Lease number 733919);
- e) Surface Lease dated March 6, 2002 (Lease number 733999); and
- f) Surface Lease dated October 1, 2014 (Lease number 746116).

1.8 Copies of the Whittle Leases are attached hereto as **Appendix “B”**.

1.9 By letter to the Monitor dated May 14, 2018 (the “**Whittle Letter**”), Mark Whittle, on behalf of Whittle Farms Inc., requested that the Whittle Leases not be assigned from Dundee to the Buyer and that the Wells on Whittle Farms Inc.’s property be decommissioned. A copy of the Whittle Letter is attached hereto as **Appendix “C”**.

1.10 The Monitor has reviewed the Whittle Leases and has determined that assignment of the Whittle Leases from Dundee to the Buyer do not require the consent of Whittle Farms Inc.

1.11 Mark Whittle, on behalf of Whittle Farms Inc., also requested that the Monitor arrange a dial-in so that Mark Whittle could participate in the Approval Motion via conference call. The Monitor has made such arrangements with the Court.

1.12 The Buyer is currently in discussions with Whittle Farms Inc. with a view to resolving its concerns with the proposed sale.

All of which is respectfully submitted this 18th day of May, 2018.

**FTI Consulting Canada Inc., solely in its capacity as
Monitor of Dundee Oil and Gas Limited and not in its personal
or corporate capacity**

A handwritten signature in blue ink, appearing to read "Jeffery Rosenberg", written over a horizontal line.

Per: Jeffery Rosenberg
Senior Managing Director

Appendix “A”

AMENDING AGREEMENT

This Amending Agreement is made as of the 17th day of May, 2018 among:

DUNDEE ENERGY LIMITED PARTNERSHIP, by its general partner, **DUNDEE OIL AND GAS LIMITED**, as Seller,

- and -

DUNDEE OIL AND GAS LIMITED, as Additional Seller,

- and -

LAGASCO INC., as Buyer

WHEREAS Seller and Buyer entered into an Asset Purchase Agreement dated April 4, 2018 (the “**Purchase Agreement**”), pursuant to which Seller agreed to sell substantially all of its assets to Buyer;

AND WHEREAS Seller and Buyer have agreed to amend certain terms of the Purchase Agreement, including the addition of Additional Seller as an additional seller under the Purchase Agreement, on the terms set forth in this Amending Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Amending Agreement agree as follows:

1. All references to “Seller” in the Purchase Agreement are hereby amended to include Additional Seller.
2. The definition of “Credit Facility” as set forth in Section 1.1(aa) of the Purchase Agreement is deleted in its entirety and replaced as follows:

“**Credit Facility**” means the credit facility made available to DELP by National Bank of Canada pursuant to an Amended and Restated Credit Agreement dated July 31, 2012, among DELP, as borrower, DOGL and Dundee Energy Limited, as guarantors, and Lender, as amended.

3. The definition of “Forbearance Agreement” as set forth in Section 1.1(mm) of the Purchase Agreement is deleted in its entirety and replaced as follows:

“**Forbearance Agreement**” means the second amended and restated forbearance agreement dated February 13, 2018, among DELP, DOGL, Dundee Energy Limited

and Lender, as approved by the Initial Order, as amended, restated, supplemented or otherwise modified from time to time.

4. The definition of “Lender” as set forth in Section 1.1(zz) of the Purchase Agreement is deleted in its entirety and replaced as follows:

“**Lender**” means National Bank of Canada, as lender and agent for the lenders under the amended and restated Credit Agreement dated July 31, 2012, among DELP, as borrower, DOGL and Dundee Energy Limited, as guarantors, and Lender, as amended.

5. The following definition shall be added as new subsection 1.1(eee.1) to the Purchase Agreement:

“**MRNF Leases**” means those Leases under which the MNRF is the lessor.

6. Section 2.4(b) of the Purchase Agreement shall be deleted in its entirety and replaced as follows:

“(b) Immediately after the granting of the Approval and Vesting Order, at Buyer’s sole expense, Seller shall submit the applications described in Section 2.4(a) to the applicable Governmental Authority for the License Transfers and Buyer or its nominee shall, where applicable, at the same time electronically ratify and sign each such application.”

7. Section 2.6(a) of the Purchase Agreement shall be deleted in its entirety and replaced as follows:

“(a) Seller and Buyer shall use commercially reasonable efforts to obtain the consent, approval or waiver of the party or parties to each Consent Required Contract (including the MRNF Leases but excluding any other Leases) to the assignment of such Consent Required Contract prior to the filing of the motion materials for the Sale Approval Motion. For greater certainty, Seller and Buyer shall not be required to obtain the consent, approval or waiver of the party or parties to any Lease other than the MRNF Leases. Neither Seller nor Buyer is under any obligation to pay any money, incur any obligations, commence any Proceeding (other than as set forth below with respect to an Assignment Order), or offer or grant any accommodation (financial or otherwise) to any Third Party in order to obtain any such consent, approval or waiver, other than the payment of any Cure Costs required to be paid by Buyer, or except as agreed to by the Parties.”

8. Section 4.1 of the Purchase Agreement shall be amended as follows: (a) the reference to “July 30, 2018” shall be amended to “August 31, 2018”; and (b) the reference to “June 30, 2018” shall be amended to “July 31, 2018”.

9. Section 5.4 of the Purchase Agreement shall be deleted in its entirety and replaced as follows:

“DELP is a registrant for purposes of the ETA, and its registration number is 818422669 RT0001. DOGL is a registrant for purposes of the ETA, and its registration number is 85525 9826 RC0001.”

10. Section 11.5 of the Purchase Agreement shall be deleted in its entirety and replaced as follows:

“The Court shall have issued the Approval and Vesting Order approving this Agreement and the Transaction on or before May 30, 2018.”

11. Section 11.6 of the Purchase Agreement shall be deleted in its entirety and replaced as follows:

“Buyer shall have received all Governmental Authorizations necessary to convey the Purchased Assets from Seller to Buyer including, without limitation, the consent or approval from MNRFB to the transfer of the Wells, assignment of the MRNF Leases and the Licence Transfers from Seller to Buyer and the replacement of any written Security Arrangements provided by Seller to MNRFB with replacement Security Arrangements from Buyer.”

12. Section 11.8 of the Purchase Agreement shall be deleted in its entirety and replaced as follows:

“The Effective Time shall not be later than April 6, 2018.”

13. Section 13.2(b) of the Purchase Agreement shall be deleted in its entirety and replaced as follows:

“(b) Without limiting any investigation, action, suit, order or proceeding by or before a regulatory body (as defined in the CCAA) with respect to any Environmental Liabilities or Abandonment and Reclamation Obligations before or after Closing, the Buyer, Seller and Court Officer agree that, as between them, Seller and Court Officer shall have no liability or responsibility whatsoever for any Environmental Liabilities or Abandonment and Reclamation Obligations and without any further necessary action on the part of Seller, Court Officer or Buyer, Buyer shall indemnify, save and hold Seller and Court Officer harmless from and against all Liabilities that may be brought against or which they or any one of them may suffer, sustain, pay or incur;

as a result of any act, omission, matter or thing related to any Environmental Liabilities or Abandonment and Reclamation Obligations arising, however and whenever arising or occurring, and Buyer shall assume, perform, pay and discharge all Environmental Liabilities or Abandonment and Reclamation Obligations. This liability and indemnity shall apply without limit and without regard to cause or causes, including the negligence, whether sole, concurrent, gross, active, passive, primary or secondary, or the wilful or wanton misconduct of Seller, Court Officer or Buyer or any other Person. Buyer acknowledges and agrees that it shall not be entitled to any rights or remedies as against Seller or Court Officer under common law or statute pertaining to any Environmental Liabilities or Abandonment and Reclamation Obligations, including the

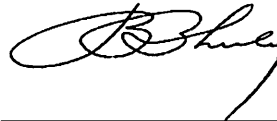
- right to name Seller or Court Officer as a ‘third party’ to any Action commenced by any Person against Buyer. Buyer’s indemnity obligation set forth in this Section 13.2(b) shall survive Closing indefinitely.”
14. The reference to “July 30, 2018” in section 14.1(c) of the Purchase Agreement shall be amended to “August 31, 2018”.
 15. For greater certainty, nothing in section 1.1(eeee) of the Purchase Agreement shall be taken to novate Seller’s Environmental Liabilities or Abandonment and Reclamation Obligations.
 16. Schedules “B” and “D” attached to the Purchase Agreement are each hereby amended to delete reference to “CGI CS Agreement July 2010, 25-June-2010” and “CGI Master License July 2010, 25-June-2010”.
 17. The Purchase Agreement is supplemented and amended only to the extent provided in this Amending Agreement. All other Sections of the Purchase Agreement not otherwise supplemented or amended shall remain in full force and effect, unamended.
 18. This Amending Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
 19. This Amending Agreement may be executed by the Parties in counterparts and may be delivered by electronic delivery in portable document format (PDF) and all such PDF copies together will constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized Representatives as of the date first above.

**DUNDEE ENERGY LIMITED PARTNERSHIP
by its General Partner DUNDEE OIL AND GAS
LIMITED**

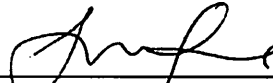
Per:



Name: Bruce Sherley

Title: President

Per:



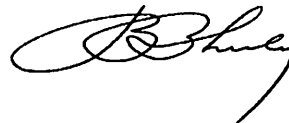
Name: Sivan Fox

Title: Vice President, Legal

I have authority to bind the Limited Partnership

DUNDEE OIL AND GAS LIMITED

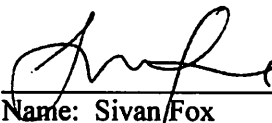
Per:



Name: Bruce Sherley

Title: President

Per:



Name: Sivan Fox

Title: Vice President, Legal

I have authority to bind the Corporation

LAGASCO INC.

Per:

Name: Jane Lowrie

Title: President

Per:

Name:

Title:

I have authority to bind the Corporation

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized Representatives as of the date first above.

**DUNDEE ENERGY LIMITED PARTNERSHIP
by its General Partner DUNDEE OIL AND GAS
LIMITED**

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I have authority to bind the Limited Partnership


DUNDEE OIL AND GAS LIMITED

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I have authority to bind the Corporation

LAGASCO INC.

Per:  _____
Name: Jane Lowrie
Title: President

Per: _____
Name:
Title:

I have authority to bind the Corporation

Appendix “B”

FOR OFFICE USE ONLY

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00 DEC 12 AM 9:32

(1) Registry <input checked="" type="checkbox"/>	Land Titles <input type="checkbox"/>	(2) Page 1 of 7 pages
(3) Property Identifier(s)		Block <input type="checkbox"/> Property <input type="checkbox"/>
(4) Nature of Document		
Petroleum and Natural Gas Lease and Grant		
(5) Consideration		
Six Hundred and Twenty-Five Dollars \$625.00		
(6) Description		
In the Township of Mersea; in the County of Essex; part of Lot 4 and Lot 5, in the Fourth Concession.		
New Property Identifiers		Additional: See Schedule <input type="checkbox"/>
Executions		Additional: See Schedule <input type="checkbox"/>
(7) This Document Contains:	(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input checked="" type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>
See Schedule Page		

(8) This Document provides as follows:

CONSENTING SPOUSE
→ PARTY OF THIRD PART.

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)
Name(s)

Signature(s)

Date of Signature
Y M D

WHITTLE, Harold Murray

X *Harold Whittle*

1989 06 28

WHITTLE, Marilyn Blanche

X *Marilyn Whittle*

1989 06 28

Lessor. We are spouses of one another. We are at least eighteen years of age.

(11) Address for Service RR#2 Leamington, Ontario, N8H 3V5

(12) Party(ies) (Set out Status or Interest)
Name(s)

Signature(s)

Date of Signature
Y M D

THE CONSUMERS' GAS COMPANY LTD

Robert Craig
ROBERT CRAIG, EXPLORATION MANAGER
ROBERT CRAIG, GENERAL MANAGER

89 10 31

APPROVED	
LAND	<i>RC</i>
EXPL	<i>RC</i>

We have the authority to bind the corporation.

Lessee

(13) Address for Service 500 Consumers Rd., Willowdale, Ontario. M2J 1P8

(14) Municipal Address of Property

RR#2 Leamington, Ontario, N8H 3V5

(15) Document Prepared by:

Elexco Ltd.,
150 Kent Street,
London, Ontario.
N6A 1L3
File No. L-20483
Item No. 6316 *A 11/11/89*

Fees and Tax

Registration Fee	220
	571/80
Total	220

FOR OFFICE USE ONLY

PETROLEUM and NATURAL GAS LEASE and GRANT

Agreement of Lease made this 28th day of June 1989

BETWEEN Harold Murray Whittle
Marilyn Blanche Whittle

of the Township of Mersea in the County of Essex Province of Ontario

(Hereinafter called "the Lessor")
OF THE FIRST PART

— AND —

The Consumers' Gas Company Ltd. a Corporation incorporated

under the laws of Ontario, having its Head Office in the City of Toronto.

(Hereinafter called "the Lessee")
OF THE SECOND PART

WITNESSETH that the Lessor, being the owner or entitled to become the owner, subject to any registered encumbrances, of all petroleum, natural gas and related hydrocarbons, and of all minerals, substances and other gas within, upon or under those certain lands in the Township of Mersea in the County of Essex Province of Ontario, containing 125 acres, more or less and described as follows:

In the Township of Mersea, in the County of Essex, part of Lot 4 and Lot 5, in the Fourth Concession, more particularly described in Schedule "A" attached hereto and made a part hereof.

IN CONSIDERATION of the sum of Six Hundred and Twenty-Five (225.00) Dollars paid to the Lessor by the Lessee (the receipt whereof is hereby acknowledged by the Lessor) and subject to the rents hereinafter reserved and the royalties hereinafter excepted from this grant and the covenants of the Lessee hereinafter contained, DO TH HEREBY GRANT AND LEASE unto the Lessee the leased substances as hereinafter defined, upon or under the said lands as hereinbefore defined, together with the exclusive right and privilege insofar as the Lessor has the right to grant the same, to explore, drill for, win, take, remove, and dispose of the leased substances and for the said purposes to enter upon, use and occupy the said lands or so much thereof and to such extent as may be necessary or convenient and to drill wells, lay pipe lines including any and all necessary appurtenances, attachments and cathodic protection devices and build and install such tanks, stations, structures and roadways and to fence any portion of the said lands used as a well site as may be necessary for these purposes:

TO HAVE AND TO ENJOY the same for a term of Five (5) Years from and including the date hereof and so long thereafter as the leased substances or any of them are produced from the said lands, subject to the other provisions herein contained;

PROVIDED that if operations for the drilling of a well are not commenced on the said lands within one year from the date hereof, this Lease shall terminate and be at an end on 27th June 1990 unless the Lessee shall have paid or tendered to the Lessor on or before the said date the sum of Five (5) Dollars per acre, (hereinafter called the "delay rental"), which payment or tender shall confer the privilege of deferring the commencement of drilling operations for a period of one year from the said date, and that, in like manner and upon like payments or tenders, the commencement of drilling operations and the termination of the Lease shall be further deferred for like periods successively;

PROVIDED FURTHER that if at any time during the said term and prior to the discovery of production on the said lands, the Lessee shall drill a dry well or wells thereon, or if at any time during such term and after the discovery of production on the said lands all such production shall cease, then this Lease shall terminate at the next ensuing anniversary date hereof unless operations for the drilling of a further well on the said lands shall have been commenced or unless production or production operations shall have been resumed or unless the Lessee shall have paid or tendered the delay rental; in which latter event the immediately preceding proviso hereof governing the payment of the delay rental and the effect thereof, shall be applicable thereto;

AND FURTHER ALWAYS PROVIDED that if at the end of the said term the leased substances are not being produced from the said lands (whether or not the leased substances have theretofore been produced therefrom) and the Lessee is then engaged in drilling or working operations thereon, or if at any time after the expiration of the said term, production of the leased substances has ceased and the Lessee shall have commenced further drilling or working operations within Ninety (90) days after the cessation of said production, then this Lease shall remain in force so long as any drilling or working operations are prosecuted with no cessation of more than Ninety (90) consecutive days, and, if they result in the production of the leased substances or any of them, so long thereafter as the leased substances or any of them are produced from the said lands: provided that if drilling or working operations are interrupted or suspended as the result of any cause whatsoever beyond

SCHEDULE "A"

TO

PETROLEUM AND NATURAL GAS LEASE AND GRANT

dated the 28th day of June, 1989

BETWEEN:

HAROLD MURRAY WHITTLE

MARILYN BLANCHE WHITTLE

and

THE CONSUMERS' GAS COMPANY LTD.

ALL AND SINGULAR those certain parcels or tracts of land and premises, situate, lying and being in the Township of Mersea, in the County of Essex, and Province of Ontario, being composed of:

FIRSTLY: That part of the East half of the Southeast quarter of Lot 4, in the Fourth Concession, which may be more particularly described as follows:

COMMENCING at the Southeast angle of Lot 4;

THENCE Westerly, along the Southerly limit of said Lot, to a point distant 100.0 feet measured Easterly therealong from the dividing line between the East and West halves of the East half of Lot 4;

THENCE Northerly, parallel to the dividing line between the East and West halves of the East half of said Lot, a distance of 150.0 feet to a point;

THENCE Westerly, parallel to the Southerly limit of said Lot, a distance of 100.0 feet to the dividing line between the East and West halves of the East half of Lot 4;

THENCE Northerly, along said dividing line between the East and West halves of the East half, to the dividing line between the North and South halves of said Lot 4;

THENCE Easterly, along the last-mentioned dividing line, to the Easterly limit of Lot 4;

THENCE Southerly, along said Easterly limit of Lot 4, to the point of commencement.

(The lands described above as "Firstly" are those lands described in Instrument No. 34438 for the Township of Mersea, less those lands described in Instrument No. 924886, registered in the Registry Office for the Registry Division of the County of Essex).

SECONDLY: The South half of Lot 5, in the Fourth Concession.

SUBJECT TO a Right-of-Way in favour of the Union Gas Company of Canada, Limited as set out in Instrument No. 421091, registered the 23rd day of September, 1968, and being that part of Lot 5, now designated as Part 1 on Reference Plan No. RD-73 deposited in the Registry Office for the Registry Division of the County of Essex.

the Lessee's reasonable control, or if any well on the said lands or on any spacing unit of which the said lands or any portion thereof form a part, is shut-in, suspended or otherwise not produced as the result of a lack of or an intermittent market, or any cause whatsoever beyond the Lessee's reasonable control, the time of such interruption or suspension or non-production shall not be counted against the Lessee, anything hereinbefore contained or implied to the contrary notwithstanding;

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

1. Interpretation:

In this Lease, unless there is something in the subject or context inconsistent therewith, the expressions following shall have the following meaning, namely:

- (a) "leased substances" shall mean and include:
- (i) all petroleum, natural gas and related hydrocarbons; and
 - (ii) all minerals, substances and other gas produced in association with the foregoing or found in any water contained in an oil or gas reservoir,
- but shall not mean and include coal and valuable stone.
- (b) "lands" shall mean all the lands hereinbefore described or such portion or portions thereof as shall not have been surrendered.
- (c) "spacing unit" shall mean and include the area allocated to a well for the purpose of drilling for and/or producing the leased substances or any of them by or under any law of the Province of Ontario now or hereafter in effect governing the spacing of petroleum and/or natural gas wells.
- (d) "commercial production" shall mean the output from a well of such quantity of the leased substances or any of them as, considering the cost of drilling and production operations and price and quality of the leased substances, after a production test of Thirty (30) days, would commercially and economically warrant the drilling of a like well in the vicinity thereof.
- (e) "anniversary date" means the yearly recurrence of the date which appears at the top of page 1 of the lease."

2. Royalties:-

The Lessor does hereby reserve unto himself a royalty of:

One-eighth (1/8, 12½%) of all the leased substances produced, saved and marketed from the said lands, subject to Lessee's right and power to pool or combine the said lands in accordance with Paragraph 13 hereof, provided however that no such royalty shall be paid on that portion of the leased substances used on the lands for the recovery of the leased substances. Such royalty shall be payable to the Lessor on the 25th day of the month following the month in which any well drilled on the said lands shall be brought into production and thereafter on the 25th day of each succeeding month or so long as the leased substances shall be produced, saved and marketed from the said lands.

3. Shut-in Wells:-

That if, at the expiration of the primary term or at any time or times thereafter, there is any well on the said lands, or on lands with which the said lands or any portion thereof have been pooled, capable of producing the leased substances or any of them, and all such wells are shut-in, the existence of the said shut-in wells shall continue this lease in full force and effect as if the leased substances or any of them were being produced from the said lands within the meaning of the habendum clause for so long as the said wells are shut-in. If no royalties are otherwise payable hereunder during a lease year within which such shut-in period or periods occur and during such lease year no operations are conducted on the said lands, then, on the anniversary date of such lease year the Lessee shall pay to the Lessor as royalty an amount

equal to Six Hundred and Twenty-Five-----00 (\$ 625.00)

The Lessee covenants and agrees to use reasonable diligence to produce and either utilize or market the leased substances capable of being produced from the said wells, but in the exercise of such diligence the Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator and lease tank."

4. Records of Production:-

The Lessee shall make available to the Lessor during normal business hours at the Lessee's address hereinafter mentioned, the Lessee's records relative to the quantity of leased substances produced from the said lands.

5. Lesser Interest:-

If the leased substances and/or the said lands be held by the Lessor in undivided ownership with another person or persons, then the Lessor shall be entitled to receive only a percentage of the rentals and royalties herein reserved, computed in accordance with the Lessor's percentage interest in the leased substances and/or the said lands.

6. Indemnification:-

The Lessee shall indemnify the Lessor against all action, suits, claims and demands by any person or persons whomsoever in respect of any loss, injury, damage or obligation to compensate arising out of or connected with the work carried on by the Lessee on the said lands or in respect of any breach of any of the terms and conditions of this Lease insofar as the same relates to and affects the said lands.

7. Compensation and Restoration of Surface:-

The Lessee shall pay and be responsible for all damages and injuries sustained by the Lessor caused by or attributable to the operations of the Lessee, and upon the abandonment of any well and the cessation of operations by the Lessee on the well site, and upon the surrender of the Lease as herein provided, the Lessee shall restore the surface thereof to the same condition, so far as may be practicable, as existed before the entry thereon and use thereof by the Lessee.

8. Taxes Payable by the Lessor:-

The Lessor shall promptly satisfy all taxes, rates and assessments of whatsoever nature or kind made or imposed against or in respect of the surface of the said lands, or that may be assessed or levied, directly or indirectly, against the Lessor by reason of the Lessor's interest in production obtained from the said lands or the Lessor's ownership of mineral rights in the said lands.

9. Taxes Payable by the Lessee:-

The Lessee shall pay all taxes, rates and assessments that may be assessed or levied in respect of the undertaking and operations of the Lessee on, in, over or under the said lands, and shall further pay all taxes, rates and assessments that may be assessed or levied directly or indirectly against the Lessee by reason of the Lessee's interest in production from the said lands.

10. Correction of Land Description:-

If the description of the said lands herein contained be incorrect or insufficient for the purpose of registration, the Lessor hereby appoints the leasing agent and/or any land department or other authorized employee of the lessee to be the Lessor's attorney to correct this Lease accordingly, or if it does not include all of the lands intended to be described in this Lease, the Lessor covenants to execute a new lease in the same form in every respect as this Lease, but containing a proper description of all the lands intended to be included in this Lease as aforesaid, if so requested by the Lessee.

11. Clearance of Prior Leases:-

The Lessor covenants that save as to this Lease there is no valid lease of the leased substances, and if a lease of the leased substances be registered against the said lands or any portion thereof, the Lessor hereby authorizes and empowers the Lessee, at the Lessee's option and expense, to take any proceedings to obtain a surrender, release, discharge or order vacating such lease or to obtain a declaration from the Supreme Court of Ontario that such lease is invalid and the Lessor further covenants and agrees to cooperate with the Lessee in any and all such proceedings.

12. Registration of Lease:-

The Lessee shall register this Lease in the Registry Office or in the Land Titles Office for the area in which the said lands are situated and the Lessee shall withdraw or discharge the document so registered within a reasonable time after termination of this Lease.

13. Pooling:-

The Lessee is hereby given the right and power at any time and from time to time to pool or combine the said lands, or any portion thereof, or any zone or formation underlying the said lands or any portion thereof, with any other lands or any zone or formation underlying the same, but so that the lands so pooled and combined (hereinafter referred to as a "unit") shall not exceed One (1) spacing unit as herein defined. In the event of such pooling or combining, the Lessor shall receive on production of the leased substances from the unit in lieu of the royalties herein specified, only such portion of such royalties as the surface area of that portion of the said lands placed in the unit bears to the total surface area of all the land in the unit. Further in the event of such pooling or combining, any payment made in accordance with

paragraph 3 hereof shall be apportioned in the same way as royalties. Drilling operations on, or production of the leased substances from, or the presence of a shut-in or suspended well on, any land included in the unit shall have the same effect in continuing this Lease in force and effect as to the whole of the said lands, as if such drilling operations or production of the leased substances were upon or from the said lands or some portion thereof, or as if such shut-in or suspended well were located on the said lands, or some portion thereof.

14. Operations:-

- (a) The Lessee shall conduct all its operations on the said lands in a diligent, careful and workmanlike manner and in compliance with the provisions of law applicable to such operations and where such provisions of law conflict or are at variance with the provisions of this Lease, such provisions of law shall prevail.
- (b) The Lessee covenants to bury pipe lines below ordinary plough depth when required by the Lessor.

15. Discharge of Encumbrances:-

The Lessee may at its option pay or discharge the whole or any portion of any tax, mortgage, balance of purchase money, lien or encumbrance of any kind or nature whatsoever upon the said lands or the leased substances which has priority to this Lease, in which event the Lessee shall be subrogated to the rights of the holder or holders thereof and may in addition thereto at the Lessee's option, reimburse itself by applying on the amount so paid by the Lessee, the rentals, royalties, or other sums accruing to the Lessor under the terms of this Lease.

16. Surrender:-

Notwithstanding anything herein contained, the Lessee may at any time or from time to time determine or surrender this Lease and the term hereby granted as to the whole or any part or parts of the leased substances and/or the said lands, upon giving the Lessor prior written notice to that effect, whereupon this Lease and the said term shall terminate as to the whole or any part or parts thereof so surrendered and the obligations of the Lessee shall, save as provided in paragraph 7 hereof, be extinguished or correspondingly reduced as the case may be. Any reduction in the delay rental under the terms of this clause will be in the same proportion as the amount of acreage surrendered bears to the total acres under lease. The Lessee shall not be entitled to a refund of any rental or royalty theretofore paid.

17. Removal of Equipment:-

The Lessee shall at all times during the currency of this Lease and for a period of Six (6) months after the termination hereof, so long as it is not in default or arrears, have the right to remove all or any of its machinery, equipment, structures, pipe lines, casing and materials from the said lands.

18. Default:-

In the case of the breach or non-observance or non-performance on the part of the Lessee of any covenant, proviso, condition, restriction or stipulation herein contained which ought to be observed or performed by the Lessee and which has not been waived by the Lessor, the Lessor shall, before bringing any action with respect thereto or declaring any forfeiture, give to the Lessee written notice setting forth the particulars of and requiring it to remedy such default, and in the event that the Lessee shall fail to commence to remedy such default within a period of Ninety (90) days from receipt of such notice, and thereafter diligently proceed to remedy the same, then except as hereinafter provided, this Lease shall thereupon terminate and it shall be lawful for the Lessor into or upon the said lands (or any part thereof in the name of the whole) to re-enter and the same to have again, repossess and enjoy; PROVIDED that this Lease shall not terminate nor be subject to forfeiture or cancellation if there is located on the said lands a well capable of producing the leased substances or any of them, and in that event the Lessor's remedy for any default hereunder shall be for damages only.

19. Quiet Enjoyment:-

The Lessor covenants and warrants that the Lessor has good title to the leased substances and the said lands, has good right and full power to grant and demise the same and the rights and privileges in the manner aforesaid, and that upon the Lessee observing and performing the covenants and conditions on the Lessee's part herein contained, the Lessee shall and may peaceably possess and enjoy the same and the rights and privileges hereby granted during the currency of this Lease without any interruption or disturbance from or by the Lessor or any other person whomsoever.

20. Further Assurances:-

The Lessor and the Lessee hereby agree that they will each do and perform all such acts and things and execute all such deeds, documents and writings and give all such assurances as may be necessary to give effect to this Lease.

21. Assignment:-

The Parties hereto and each or either of them may at any time and from time to time delegate, assign, sub-let or convey to any other person or persons, corporation or corporations, all or any of the property, powers, rights and interest obtained by or conferred upon them respectively hereunder and as the same relate to all or any part of the said lands, 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; provided that no assignment of royalties, rentals or other monies payable hereunder and no change or division in the ownership of the said lands or any part thereof, by the Lessor, however accomplished shall operate to enlarge the obligations or diminish the rights of the Lessee nor shall any such assignment be binding upon the Lessee unless and except the same is for the entire interest of the Lessor in all such sums remaining to be paid or to accrue hereunder and provided further that the Lessor shall give the Lessee Thirty (30) days' notice in writing in a form satisfactory to the Lessee of any such delegation, assignment, sub-letting or conveyance by the Lessor; provided further that in the event that the Lessee shall assign this Lease as to any part or parts of the said lands, then the delay rental shall be apportioned amongst the several leaseholders rateably according to the surface area of each and the several leaseholders shall be individually responsible for the payment of their portion of the delay rental and for the payment of royalties hereby reserved unto the Lessor in respect of any production from wells drilled on their respective parts of the said lands. Should the Assignee or Assignees of any such part or parts fail to pay the proportionate part of the delay rental or the royalty payable by him or them, such failure to pay shall not operate to terminate or affect this Lease insofar as it relates to and comprises the part or parts of the said lands in respect of which the Lessee or its Assignees shall make due payment of rental and royalty.

22. Manner of Payments:-

All payments to the Lessor provided for in this Lease shall at the Lessee's option be paid or tendered either to the Lessor or to the Lessor's Agent named in and pursuant to this clause or to "the depository" herein named. All such payments or tenders may be made by cheque or draft of the Lessee payable to the order of the Lessor or his Agent, or in cash, either mailed postage prepaid, registered or delivered to the Lessor or his Agent, as the case may be, or to the depository, as the Lessee may elect. Payments or tenders made by mail as herein provided shall be deemed to have been received by the addressee Forty-Eight (48) hours after such mailing.

The Lessor does hereby appoint ... Harold Murray Whittle of
 RR#2 Leamington, Ontario, N8H 3V5 as his Agent as aforesaid and
 The Toronto Dominion Bank (Bank or Trust Company)
 1 Talbot Street West,
 at P.O. Box 129, Leamington, Ontario, N8H 3W1 and its successors, as his depository as aforesaid.

All payments to the depository shall be for the credit of the Lessor or his Agent, as the case may be. The Agent and the depository shall be deemed to be acting on behalf of the Lessor and shall continue as the Agent and depository, respectively, of the Lessor for receipt of any and all sums payable hereunder regardless of any change or division in ownership (whether by sale, surrender, assignment, sublease or otherwise) of the said lands or any part thereof or the leased substances therein contained or of the royalties or other payments hereunder unless and until the Lessor gives the notice mentioned herein. All payments made to the Agent or depository as herein provided shall fully discharge the Lessee from all further obligation and liability in respect thereof. No change in Agent or depository shall be binding upon the Lessee unless and until the Lessor shall have given Thirty (30) days' notice in writing to the Lessee to make such payments to another Agent or depository at a given address, which changes will be specified in such notice; provided however, that only one such Agent and one such depository, both of whom shall be resident in Canada, shall have authority to act on behalf of the Lessor at any one time.

23. Notices:-
All notices to be given hereunder may be given by letter delivered or mailed postage prepaid, registered and addressed to the Lessee at C/O The Manager, Land Department, P.O. Box 650, Scarborough, Ontario, M1K 5E3 and to the Lessor at RR#2 Leamington, Ontario, N8H 3V5

or such other address as either from time to time may appoint in writing, and every such notice so mailed shall be deemed to be given to and received by the addressee Forty-Eight (48) hours after such mailing.

24. The Family Law Act, 1986:

We Harold Murray Whittle and Marilyn Blanche Whittle

being spouses within the meaning of Section 1(1) of The Family Law Act, 1986 do hereby consent to the transaction evidenced by this instrument and the registration of same on the title to the lands hereinbefore described.

25. S.I.:-

If the standard of measurement applicable to the transaction contemplated herein is changed by law to the International System of Units (SI) or any other system, all measurements provided for herein shall be interpreted as referring to the International System of Units (SI) or other applicable equivalents.

26. Entire Agreement:-

This lease expresses and constitutes the entire agreement between the Parties, and no implied covenant or liability of any kind is created or shall arise by reason of these presents or anything herein contained.

27. Enuring Clause:-

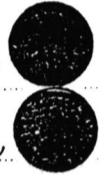
Subject as hereinbefore provided, this Lease shall enure to the benefit of and be binding upon the Parties hereto and each of them, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Lessor and the Lessee have executed and delivered this Lease as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
In the Presence of:

LESSOR

x Harold Whittle
x Marilyn Whittle



LESSEE

The Consumers' Gas Company Ltd.
Robin R. Inwood
ROBIN R. INWOOD - PRESIDENT/MANAGER
Robert J. Craig
ROBERT J. CRAIG - GENERAL MANAGER

We have the authority to bind the corporation.

APPROVED	
LAND	
EXPL.	

Form 1 - Land Transfer Tax Act
Affidavit of Residence and of Value of the Consideration
Refer to all instructions on reverse side

IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) In the Township of Mersea, in the County of Essex, part of Lot 4 and Lot 5, in the Fourth Concession.

2 (print names of all transferors in full) HAROLD MURRAY WHITTLE
MARILYN BLANCHE WHITTLE
1 (see instruction 1 and print names of all transferees in full) THE CONSUMERS' GAS COMPANY LTD.
1 (see instruction 2 and print name(s) in full) John L. Norman

MAKE OATH AND SAY THAT:

- 1 I am (place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s)) (see instruction 2)
(a) A person in trust for whom the land conveyed in the above described conveyance is being conveyed.
(b) A trustee named in the above described conveyance to whom the land is being conveyed.
(c) A transferee named in the above described conveyance.
(d) The authorized agent ~~of the~~ acting in this transaction for (insert name(s) of principal(s)) THE CONSUMERS' GAS COMPANY LTD. described in paragraph(s) ~~(a), (b), (c)~~ above; (strike out references to inapplicable paragraphs)
(e) The President, Vice President, Manager, Secretary, Director, or Treasurer authorized to act for (insert name(s) of corporation(s)) described in paragraph(s) (a), (b), (c) above; (strike out references to inapplicable paragraphs)
(f) A transferee described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and on behalf of (insert name of spouse) in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and as such, I have personal knowledge of the facts herein deposed to.

- 2 (To be completed where the value of the consideration for the conveyance exceeds \$250,000.)
I have read and considered the definition of "single family residence" set out in clause 1(1)(a) of the Act. The land conveyed in the above described conveyance
(a) contains at least one and not more than two single family residences
(b) does not contain a single family residence
(c) contains more than two single family residences (see instruction 3)
Note: Clause 2(1) (d) imposes an additional tax at the rate of one-half of one per cent upon the value of consideration in excess of \$250,000 where the conveyance contains at least one and not more than two single family residences.

- 3 I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act and each of the following persons to whom or in trust for whom the land is being conveyed in the above described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act. (see instructions 4 and 5) None

4 THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

(a) Money paid or to be paid in cash	\$ 625.00
(b) Mortgages (i) Assumed (show principal and interest to be credited against purchase price)	\$ Nil
(ii) Given back to vendor	\$ Nil
(c) Property transferred in exchange (detail below)	\$ Nil
(d) Securities transferred to the value of (detail below)	\$ Nil
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$ Nil
(f) Other valuable consideration subject to land transfer tax (detail below)	\$ Nil
(g) VALUE OF LAND BEING CONVEYED, FEEDERS AND OTHERS SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f))	\$ 625.00
(h) TOTAL CONSIDERATION	\$ 625.00

Other taxes payable on the value of all chattels unless exempt under the "Retail Sales Tax Act", R.S.O. 1980, c.454, as amended: \$ Nil
Other taxes payable for transaction not included in (a) to (f) above: \$ Nil

All Blanks Must Be Filled In. Insert "Nil" Where Applicable

5 If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 5) N/A
6 If the consideration is nominal, is the land subject to any encumbrance? Undetermined
7 Other remarks and explanations, if necessary: The attached Oil and Gas Lease is a conveyance of only the mineral rights to the land and exemption from Land Transfer Tax is claimed as provided under paragraph 3 of subsection 3(1) of Regulation 571 R.R.O. 1980

Sworn before me at the City of London in the County of Middlesex this 22 day of August 19 89

A Commissioner for taking Affidavits, etc. [Signature] signature(s)

Property Information Record

2 Describe nature of instrument Oil and Gas Lease

3 (i) Address of property being conveyed (if available) Not applicable

(ii) Assessment Roll No. (if available) Not applicable

C Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7) Not applicable

D (i) Registration number for last conveyance of property being conveyed (if available) Not applicable

(ii) Legal description of property conveyed Same as in D (i) above Yes No Not known

E Name(s) and address(es) of each transferee's solicitor Not applicable

For Land Registry Office use only

REGISTRATION NO. _____
Land Registry Office No. _____
Registration Date _____

PROVINCE OF ONTARIO

) ALL AND SINGULAR that certain parcel
) or tract of land and premises situate
) lying and being in the Township of
) Mersea
) in the County of Essex
) and being composed of that Part of
) the East 1/2 of the South East 1/4
) of Lot 4, Concession 4, in the said
) Township as more particularly des-
) cribed in Schedule "A" attached
) hereto. together with the South 1/2
) of Lot 5, Concession 4 in the said
) Township.

I, HAROLD MURRAY WHITTLE

of the Township of MERSEA

in the County of ESSEX

DO SOLEMNLY DECLARE THAT:

1. I am the absolute owner of the above lands and premises described in fee simple, subject to the following:

(a) Instrument Number 1112265 is a Petroleum and Natural Gas Lease and Grant (hereinafter referred to as the "said Lease" dated the 28th day of June, 1989, between myself Harold Murray Whittle and my spouse Marilyn Blanche Whittle as Lessor and The Consumers' Gas Company Ltd., c.o.b., as Telesis Oil and Gas as Lessee

said Lease being registered in the Registry Office for the Registry Division of Essex on the 12th day of December, 1989 and said Lease having a primary term of 5 years;

and there are no liens, easements, charges, mortgages or encumbrances affecting any part of the said lands except as stated above.

2. The said lands were devised to me pursuant to the Last Will and Testament of my late father Harold Everett Whittle who died at the City of Windsor in the County of Essex on or about August 13, 1966 Letters Probate of His Last Will and Testament being registered in the Registry Office for the Registry Division of Essex on October 4, 1986 as Instrument #369052 and from then until the present time I have been in open, exclusive, undisturbed, actual, continuous, and peaceable possession of the whole of the said lands

3. During the said period no one has ever made entry on the said lands or brought action to recover the said lands or any part thereof under or in respect of any claim adverse to my title.

4. I have never made any acknowledgement in writing of any claim or title to any person in respect of any part of the said lands; and I have never heard and I am not aware of any claim to the said lands adverse to my title.

5. During the whole of my said period of possession of the said lands, there has been no change in the location of the fences or other enclosures defining the boundaries.

6. I am not aware of any encroachment on the said lands other than shown, if any, on the registered title.

7. I believe that all buildings on the said lands stand wholly within the limits of the said lands.

8. All taxes on the said lands including local improvement rates, have been paid in full to date.

9. There are no judgments or executions against me and so far as I am aware, there are none affecting the said lands.

10. I have never made any assignment for the benefit of my creditors nor has any receiving order been made against me under the provisions of The Bankruptcy Act, nor any petition for such an order served upon me.

11. There are no leases or tenancies affecting the said lands, save as set forth in paragraph number 1.

12. There is nothing owing in respect of the said lands or the buildings thereon by the owners or occupants to the municipal corporation, or to any other corporation or commission owning or operating a public utility for water, gas, electricity, steam or hot water or for the use thereof, or for the fittings, machines, apparatus, meters or other things leased in respect thereof, or for any work or service performed by such corporation or commission in connection with such public utilities.

13. There is no claim or charge against the lands or the buildings thereon under the provisions of the Public Health Act for the expense of anything done or directed to be done on the said lands or buildings by the Board of Health or by any other person or authority under the said Act by way of installing sanitary conveniences or of abating a nuisance or in respect of any other act or thing done or directed to be done under the provisions of the said Act.

14. No fixtures affixed to the said lands or to the buildings thereon are subject to any conditional sales contract or lien note and I am the absolute owner of all such fixtures free from encumbrances.

15. All buildings and other erections upon the said lands have been fully completed together with all necessary connections for sewers and for the supply of water, gas, electricity and all accounts for work and services performed and materials placed or furnished upon or in respect of the lands or any buildings or erections hereon have been fully paid and satisfied and no one is entitled to a claim under the Mechanic's Lien Act or otherwise against the said lands or any part thereof.

16. I am at least eighteen years of age and I am . a spouse. Marilyn Blanche Whittle is my spouse and at least 18 years of age.

17. I do not own any adjoining or abutting lands in contravention of the provisions of The Planning Act.

SCHEDULE "A"

ALL AND SINGULAR those certain parcels or tracts of land and premises, situate, lying and being in the Township of Mersea, in the County of Essex, and Province of Ontario, being composed of:

FIRSTLY: That part of the East half of the Southeast quarter of Lot 4, in the Fourth Concession, which may be more particularly described as follows:

COMMENCING at the Southeast angle of Lot 4;
THENCE Westerly, along the Southerly limit of said Lot, to a point distant 100.0 feet measured Easterly therealong from the dividing line between the East and West halves of the East half of Lot 4;
THENCE Northerly, parallel to the dividing line between the East and West halves of the East half of said Lot, a distance of 150.0 feet to a point;
THENCE Westerly, parallel to the Southerly limit of said Lot, a distance of 100.0 feet to the dividing line between the East and West halves of the East half of Lot 4;
THENCE Northerly, along said dividing line between the East and West halves of the East half, to the dividing line between the North and South halves of said Lot 4;
THENCE Easterly, along the last-mentioned dividing line, to the Easterly limit of Lot 4;
THENCE Southerly, along said Easterly limit of Lot 4, to the point of commencement.

(The lands described above as "Firstly" are those lands described in Instrument No. 34438 for the Township of Mersea, less those lands described in Instrument No. 924886, registered in the Registry Office for the Registry Division of the County of Essex.)

SECONDLY: The South half of Lot 5, in the Fourth Concession.

SUBJECT TO a Right-of-Way in favour of the Union Gas Company of Canada, Limited as set out in Instrument No. 421091, registered the 23rd day of September, 1968, and being that part of Lot 5, now designated as Part 1 on Reference Plan No. RD-73 deposited in the Registry Office for the Registry Division of the County of Essex.

Transfer/Deed of Land

Form 1 - Land Registration Reform Act, 1984

A

<p style="writing-mode: vertical-rl; transform: rotate(180deg);">FOR OFFICE USE ONLY</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">1391473</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">CERTIFICATE OF REGISTRATION CERTIFICATE OF REGISTRATION ESSEX (12) WINDSOR</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">07 14 08 97</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">YOUR APPLICATED / REGISTRAR</p>	<p>(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/></p>	<p>(2) Page 1 of 8 pages</p>	
	<p>(3) Property Identifier(s) Block 01471 Property 0005</p>	<p>Additional See Schedule <input type="checkbox"/></p>	
	<p>(4) Consideration One Thousand Six Hundred Seventeen and 20/100 Dollars \$ 1,617.20</p>		
	<p>(5) Description This is a: Property Division <input type="checkbox"/> Property Consolidation <input type="checkbox"/> In the Township of Mersea, in the County of Essex, being parts of Lot 5, in the Fourth Concession, now designated as Part 17, Part 18 and Part 19 on Reference Plan 12R-14825 and now designated as Part 1 on Reference Plan 12R-14882 deposited in the Registry Office for the Registry Division of the County of Essex. Now known as P.I.N. 01471-0005.</p>		

<p>(6) This Document Contains</p>	<p>(a) Redescription New Easement Plan/Sketch <input checked="" type="checkbox"/></p>	<p>(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/></p>	<p>(7) Interest/Estate Transferred Easement</p>
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(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that

Name(s)	Signature(s)	Date of Signature Y M D
WHITTLE FARMS INC.	<i>[Signature]</i> Mark W. Whittle, President	96 11 21
	<i>[Signature]</i> Harold Whittle, Vice President	96 11 21

We have the authority to bind the corporation.

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction

Name(s)	Signature(s)	Date of Signature Y M D

(10) Transferor(s) Address for Service: R.R. #2, Leamington, Ontario N8H 3V5

(11) Transferee(s)

Name(s)	Signature(s)	Date of Signature Y M D
PEMBINA EXPLORATION LIMITED	<i>[Signature]</i> Leslie E. Burden, Manager, Land Negotiations	96 11 29
	<i>[Signature]</i> Paul Nazarechuk, Manager, Land Administration and Contracts	96 11 28

We have the authority to bind the corporation.

(12) Transferee(s) Address for Service: P.O. Box 1948, 707 - 8th Avenue S.W., Calgary, Alberta T2P 2M7

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 49 of the Planning Act, 1983.

Signature	Signature	Date of Signature Y M D

Solicitor for Transferor(s) I have explained the effect of section 49 of the Planning Act, 1983 to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.

Name and Address of Solicitor	Signature	Date of Signature Y M D

(14) Solicitor for Transferee(s) I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 49 (21a) (c) (i) of the Planning Act, 1983 and that to the best of my knowledge and belief this transfer does not contravene section 49 of the Planning Act 1983. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Name and Address of Solicitor	Signature	Date of Signature Y M D

<p>(15) Assessment Roll Number of Property</p>	<p>(16) Municipal Address of Property R.R. #2 Leamington, Ontario N8H 3V5</p>	<p>(17) Document Prepared by: Elexco Ltd. 555 Southdale Road East London, Ontario N6E 1A2 File No. 070157-5-287</p>	<p style="writing-mode: vertical-rl; transform: rotate(180deg);">FOR OFFICE USE ONLY</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2">Fees and Tax</th> </tr> <tr> <td>Registration Fee</td> <td>50</td> </tr> <tr> <td>Land Transfer Tax</td> <td>NT</td> </tr> <tr> <td>Total</td> <td>50</td> </tr> </table>	Fees and Tax		Registration Fee	50	Land Transfer Tax	NT	Total	50
Fees and Tax											
Registration Fee	50										
Land Transfer Tax	NT										
Total	50										

WHEREAS the Transferor is the registered owner or entitled to become the registered owner of an estate in fee simple, subject to any encumbrances, liens and interests of all that certain parcel or tract of land and premises, more particularly described in Box (5) hereof, (hereinafter called the "Easement Lands").

AND WHEREAS the Mortgagee, if any, is the registered holder of a charge affecting the Easement Lands and such other additional Party, if any, has a claim or interest herein;

WITNESSETH that in consideration of the mutual considerations hereinafter contained and the sum of One Thousand Six Hundred Seventeen and 20/100 Dollars (\$1,617.20) paid to the Transferor by the Transferee (the receipt whereof is hereby acknowledged by the Transferor) the Parties hereto each covenant and agree with the other as follows:

Interest/Estate Transferred

- 1. The Transferor hereby transfers, sells, grants and conveys from the day and year first above written, to the Transferee, its successors and assigns, a free and unencumbered easement in perpetuity in, on, over, under and/or through the Easement Lands, to survey, lay, construct, operate, use, inspect, remove, renew, replace, alter, enlarge, reconstruct, repair, expand and maintain one or more pipeline systems and all works, appurtenances, attachments, apparatus, appliances, markers, fixtures and equipment which the Transferee may deem necessary or convenient thereto for the transmission of petroleum, natural gas and related hydrocarbons, all other gases, and all liquid substances whether hydrocarbons or not produced in association with the well or wells located on the Transferor's lands, if any, or on any other lands, together with a right-of-way to the Transferee, its successors, assigns, servants and agents for ingress and egress at any time and from time to time, over, along, upon and through the Transferor's lands abutting the Easement Lands on foot and/or with vehicles, supplies, machinery and equipment necessary or incidental to the exercise and enjoyment of the easement hereby transferred.

THE PARTIES HERETO MUTUALLY COVENANT AND AGREE EACH WITH THE OTHER AS FOLLOWS:

- 1. The Transferee shall have the right at any time and from time to time to remove by blasting or otherwise any boulder or rock, and to sever, fell, remove or control the growth of any roots, trees, stumps, brush or other vegetation on or under the Easement Lands.
- 2. The rights of the Transferee herein shall be of the same force and effect as a covenant running with the Easement Lands and the rights hereunder shall be appurtenant to the lands of the Transferee.
- 3. In the event the Transferee installs additional pipeline systems on the Easement Lands or conducts operations on any lands adjoining the Easement Lands owned by the Transferor, subsequent to the year of installation of any prior pipeline installation, the Transferee shall pay the Transferor for the use of such land at a rate of Five Hundred Dollars (\$500.00) per acre (hereinafter called "the said Sum"); provided however, that either party hereto may request a review of the said Sum at any time following the fifth year following the date of this Agreement. The said Sum shall be tendered to the Transferor within Ninety (90) days following the completion of any such installation or operation.

To facilitate installation of any pipeline system, the Transferee shall be provided with, if so required, a temporary work area approximately twenty (20) feet in width, adjacent to and parallel with the Easement Lands. The Transferee shall compensate the Transferor for the use of such temporary work area at the rate hereinbefore set forth.

- 4. The Transferee shall have the absolute and unfettered right to assign or transfer its rights hereunder in whole or in part and shall not be bound to give notice thereof to any party.

5. This Transfer shall extend to, be binding upon and enure to the benefit of the respective heirs, executors, administrators, successors and assigns of the Parties hereto. If the Transferor is not the sole owner of the Easement Lands, this Transfer shall bind the Transferor to the full extent of its interest therein and shall also extend to any after-acquired interest but all monies payable or paid to the Transferor hereunder shall be paid to the Transferor only in the proportion that its interest in the Easement Lands bears to the entire interest therein. The Transferor hereby agrees that all provisions herein are reasonable and valid and if any provision herein is determined to be unenforceable, in whole or in part, it shall be severable from all other provisions and shall not affect or impair the validity of all other provisions.
6. The Transferor shall have the right to use and enjoy the surface of the said Easement Lands except that such use and enjoyment shall not interfere with the rights of the Transferee hereunder. Without limiting the generality of the foregoing, the Transferor shall not without the prior written consent of the Transferee, place or erect on the Easement Lands any building, structure or fence and shall not excavate, alter the grading, drill, install thereon any pit, well, foundation and/or pavement which will obstruct or prevent the exercise and enjoyment by the Transferee of its rights hereunder.
7. Notwithstanding any rule of law or equity, any pipeline systems constructed by the Transferee together with all works, appurtenances, attachments, apparatus, appliances, markers, fixtures and equipment shall be deemed to be the property of the Transferee even though the same may have become annexed or affixed to the Easement Lands.
8. The Transferee shall have the right to abandon the pipeline system(s), or any part thereof, during the term of this Agreement. Furthermore, the Transferee shall have the right to remove the pipeline system(s), or any part thereof, whether active or not but nothing contained herein shall require the Transferee so to do.
9. The Transferee shall pay and be responsible for all damages and injuries sustained by the Transferor caused by or attributable to the operations of the Transferee, and as soon as reasonably possible after the construction of its pipeline system(s) or other exercise of its rights hereunder, remove all surplus soil and debris from the Easement Lands and restore them to their former state so far as is reasonably practicable.
10. The Transferor shall have the absolute and unfettered right to assign or transfer its rights hereunder in whole or in part upon giving the Transferee Thirty (30) days written notice of their intention so to do.
11. The Transferor hereby covenants that:
 - i) it has the right to convey this Transfer of Easement and Right-of-Way to the Transferee;
 - ii) the Transferee shall have quiet enjoyment of the rights, easement and right-of-way hereby transferred;
 - iii) the Transferor or its heirs, executors, administrators, successors and assigns will execute such further assurances of this Transfer of Easement and Right-of-Way and do such other acts (at the Transferee's expense) as may be reasonably required; and
 - iv) the Transferor has not done, omitted or permitted anything whereby the Easement Lands are or may be encumbered (except as the records of the appropriate land registry office disclose).

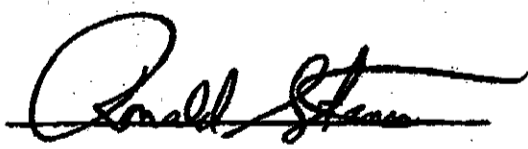
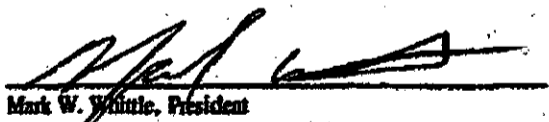
- 12. The Transferee shall indemnify the Transferor and any other party hereto, such as the Mortgagee and/or Party having a claim or interest herein, against all action, suits, claims and demands by any person or persons whomsoever in respect of any loss, injury, damage or obligation to compensate arising out of, or connected with, the work carried on by the Transferee on the Easement Lands, or in respect of any breach of any of the terms and conditions of this Transfer of Easement and Right-of-Way insofar as the same relates to and affects the said Easement Lands.
- 13. This Agreement shall be conditional upon compliance with the provisions of the Planning Act. The Transferor hereby appoints the Transferee to execute such consents or authorizations as may be necessary for the Transferee to obtain any necessary consents from the local Land Division Committee or Committee of Adjustment and agrees to co-operate in any such applications for consent.
- 14. Any payment required to be made to the Transferor by the Transferee hereunder may be made by sending a cheque or draft for the same by prepaid post to Whittle Farms Inc., of R.R. #2, Leamington, Ontario N8H 3V5 or by depositing to the Transferor's credit in the Pay Direct at R.R. #2, Leamington, Ontario N8H 3V5 (or in such other place as the Transferor may designate from time to time).
- 15. All notices to be given hereunder may be given by letter delivered or mailed by prepaid post and addressed to the Transferor at R.R. #2, Leamington, Ontario N8H 3V5 and to the Transferee at P.O. Box 1948, 707 - 8th Avenue S.W., Calgary, Alberta, T2P 2M7, or such other address as either party from time to time may appoint in writing, and every such notice so mailed shall be deemed to be given and received by the addressee Forty-Eight (48) hours after such mailing.
- 16. We N/A and N/A being spouses within the meaning of Section (1) of The Family Law Act of Ontario, 1986, do hereby consent to the transaction evidenced by this instrument and the registration of same on the title to the lands hereinbefore described.

AND, the Mortgagee and/or Party having a claim or interest herein, all, if any, covenant that the Transferee shall have quiet possession of the rights, privileges and easement hereby granted.

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

SIGNED, SEALED AND DELIVERED
in the presence of

TRANSFEROR
WHITTLE FARMS INC.

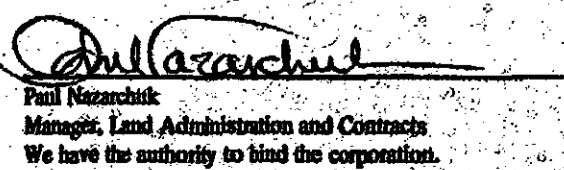


 Mark W. Whittle, President


 Harold Whittle, Vice President
 We have the authority to bind the corporation.

TRANSFEEE
PEMBINA EXPLORATION LIMITED

Approved	
Land	
Expl.	
Oper.	


 Leslie El-Burden, Manager, Land Negotiations


 Paul Nazarchuk
 Manager, Land Administration and Contracts
 We have the authority to bind the corporation.

**Schedule
Form 5 — Land Registration Reform Act, 1984**

Additional Property Identifier(s) and/or Other Information

Planning Act, 1983

Transferor

WHITTLE FARMS INC.

Transferee

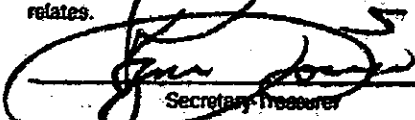
PEMBINA EXPLORATION LIMITED

Description

In the Township of Mersea, in the County of Essex, being parts of Lot 5, in the Fourth Concession, now designated as Part 17, Part 18 and Part 19 on Reference Plan 12R-14825 and now designated as Part 1 on Reference Plan 12R-14882 deposited in the Registry Office for the Registry Division of the County of Essex. Now known as P.L.N. 01471-0005.

**PLANNING ACT
CERTIFICATE OF OFFICIAL**

Pursuant to Subsection 63(42) of The Planning Act, I certify that the consent of the COMMITTEE OF ADJUSTMENT of the Township of Mersea was given on June 16, 1997 to the transaction to which the within instrument relates.


Secretary-Treasurer
MERSEA TOWNSHIP COMMITTEE OF ADJUSTMENT

Dated this 17th day
of June, 1997

And the Mortgagee in Mortgage/Charge Number 1318133, registered on August 22, 1995, in consideration of the sum of Two Dollars (\$2.00) the receipt of which hereof is hereby acknowledged, joins herein for the purpose of consenting to the rights under the Transfer of Easement and Right of Way hereto attached and the complete enjoyment and quiet possession thereof by the Transferee and agrees to be bound by the provisions hereof to the extent that the Mortgagee's interest in the Transferor's lands shall be treated as being subsequent to the Transferee's interest granted by the Transfer of Easement and Right of Way.

The Mortgagee certifies that the Mortgagee is at least eighteen years of age and that, we are spouses of one another.

Date of Signature
Y M D

Bill Mickle
Witness

Harold M. Whittle
Harold Murray Whittle

1992 05 06

Bill Mickle
Witness

Marilyn Blanche Whittle
Marilyn Blanche Whittle

1992 05 06

Refer to all instructions on reverse side. IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) Mensa Twp., in Essex Cty., being parts of Lot 5, in the Fourth Concession, now designated as Part 17, Part 18 and Part 19 on Reference Plan 12R-14825 and now designated as Part 1 on Reference Plan 12R-14882 deposited in the Registry Office for the Registry Division of the County of Essex. Now known as P.I.N. 01471-005.

BY (print names of all executors in full) WHITTLE FARMS INC

TO (see instruction 1 and print names of all transferees in full) PEMBINA EXPLORATION LIMITED

I, (see instruction 2 and print name) in full John L. Norman

MAKE OATH AND SAY THAT:

- 1. I am (place a check mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent): (see instruction 2)
(a) A person in trust for whom the land conveyed in the above described conveyance is being conveyed;
(b) A trustee named in the above described conveyance to whom the land is being conveyed;
(c) A transferee named in the above described conveyance;
(d) The authorized agent of WHITTLE FARMS INC in this transaction for (insert name(s) of principal(s)) PEMBINA EXPLORATION LIMITED

(see instruction 2 and print name) in full John L. Norman described in paragraph(s) (a) (b) (c) above; (delete references to inapplicable paragraph(s))
(a) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for (insert name(s) of corporation(s))

(see instruction 2 and print name) in full John L. Norman described in paragraph(s) (a), (b), (c) above; (delete references to inapplicable paragraph(s))
(f) I am a transferee described in paragraph (d) (insert only one of paragraph (d), (e) or (f) above, as applicable) and am making this affidavit on my own behalf and on behalf of (insert name of spouse) who is my spouse described in paragraph (e) (insert only one of paragraph (d), (e) or (f) above, as applicable) and as such, I have personal knowledge of the facts herein deposed to.

- 2. (To be completed where the value of the consideration for the conveyance exceeds \$400,000). I have read and considered the definition of "single family residence" set out in clause 1(1)(j) of the Act. The land conveyed in the above described conveyance
(a) contains at least one and not more than two single family residences.
(b) does not contain a single family residence.
(c) contains more than two single family residences. (see instruction 2)
Note: Clause 21(1)(d) imposes an additional tax at the rate of one-half of one per cent upon the value of consideration in excess of \$400,000 where the conveyance contains at least one and not more than two single family residences.

3. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(l) and (g) of the Act and each of the following persons to whom or in trust for whom the land is being conveyed in the above described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act. (see instructions 4 and 5) NONE

4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:
(a) Monies paid or to be paid in cash \$ 1,617.20
(b) Mortgages (i) Assumed (delete principal and interest to be credited against purchase price) \$ NIL
(ii) Given back to vendor \$ NIL
(c) Property transferred in exchange (delete below) \$ NIL
(d) Securities transferred to the value of (delete below) \$ NIL
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject \$ NIL
(f) Other valuable consideration subject to land transfer tax (delete below) \$ NIL
(g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f)) \$ 1,617.20 \$ 1,617.20
(h) VALUE OF ALL CHATTELS - items of tangible personal property (Real Estate Tax is payable on the value of all chattels unless exempt under the provisions of the "Real Estate Tax Act", R.S.O. 1990, c.434, as amended) \$ NIL
(i) Other consideration for transaction not included in (g) or (h) above \$ NIL
(j) TOTAL CONSIDERATION \$ 1,617.20

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 6) Not Applicable

6. If the consideration is nominal, is the land subject to any encumbrance? Undetermined

7. Other remarks and explanations, if necessary. The attached Easement and Right-of-Way Agreement is conveyed to a pipeline company and an exemption is claimed as provided under Regulation 695, R.R.O., 1990, as amended.

Sworn before me at the City of London in the County of Middlesex this 29th day of APRIL 19 1997

Signature of Commissioner for taking Affidavits, etc.

Property Information Record
A. Describe nature of instrument: EASEMENT AND RIGHT-OF-WAY AGREEMENT
B. (i) Address of property being conveyed (if available) Not Applicable
(ii) Assessment Roll No. (if available) Not Applicable
C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7) Not Applicable
D. (i) Registration number for last conveyance of property being conveyed (if available) Not Applicable
(ii) Legal description of property conveyed: Same as in D.(i) above. Yes [] No [] Not known [X]
E. Name(s) and address(es) of each transferee's solicitor Not Applicable

For Land Registry Office Use Only
Registration No.
Registration Date
Land Registry Office No.

School Tax Support (Voluntary Election) See reverse for explanation
(a) Are all individual transferees Roman Catholic? Yes [] No []
(b) If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters? Yes [] No []
(c) Do all individual transferees have French Language Education Rights? Yes [] No []
(d) If Yes, do all individual transferees wish to support the French Language School Board (where established)? Yes [] No []
NOTE: As to (c) and (d) the land being transferred will be assigned to the French Public School Board or Sector unless otherwise directed in (c) and (d). 01460 (2002)

<p style="writing-mode: vertical-rl; transform: rotate(180deg);">FOR OFFICE USE ONLY</p> <p style="font-size: 24pt; text-align: center;">1 5 0 9 6 3 0</p> <p style="text-align: center;">CERTIFICATE OF REGISTRATION CERTIFICAT D'ENREGISTREMENT ESSEX (42) WINDSOR</p> <p style="text-align: center;">'01 03 21 15 06</p> <p style="text-align: center;">New Property Identifiers</p> <p style="text-align: center;">AND REGISTRAR/REGISTRATEUR</p> <p style="text-align: right;">Additional: See Schedule <input type="checkbox"/></p>	<p>(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/> (2) Page 1 of 13 pages <i>AR</i></p>	<p>(3) Property Identifier(s) Block 01471 Property 0004 01471 0005 Additional: See Schedule <input type="checkbox"/></p>
	<p>(4) Nature of Document UNITIZATION AGREEMENT</p>	
	<p>(5) Consideration Five ----- ----- 00/100 Dollars \$5.00</p>	
	<p>(6) Description In the Municipality of Leamington, formerly the Township of Mersea, in the County of Essex, that part of Lot 5, in the Fourth Concession, now designated as Part 2 and Part 3 on Reference Plan 12R-13655. Now known as P.I.N. 01471-0005 and part of Lot 4, in the Fourth Concession, now designated as Part 1 on Reference Plan 12R-13655. Now known as P.I.N. 01471-0004.</p>	
<p>Executions</p> <p style="text-align: right;">Additional: See Schedule <input type="checkbox"/></p>	<p>(7) This Document Contains:</p>	<p>(a) Redescription New Easement Plan/Sketch <input type="checkbox"/></p> <p>(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input checked="" type="checkbox"/> Other <input checked="" type="checkbox"/></p>

(8) This Document provides as follows:

WHEREAS Telesis Oil and Gas, A Division of British Gas Enterprises (Canada) Limited, is one and the same as British Gas Enterprises (Canada) Limited, carrying on business as Telesis Oil and Gas;

AND WHEREAS British Gas Enterprises (Canada) Limited changed its name to Lake Eric Resources Inc. a Notarial Copy of the Articles of Amendment has been registered in the Registry Office for the Registry Division of the County of Essex the 7th day of November, 1994 as Instrument No. 1291815.

AND WHEREAS Lake Eric Resources Inc. granted a Power of Attorney to Pembina Exploration Limited, which Power of Attorney is registered in the Registry Office for the Registry Division of the County of Essex the 5th day of October, 1994 as Instrument No. 1288489. To the best of my knowledge and belief, the Power of Attorney is still in full force and effect and has not been revoked.

AND WHEREAS Talisman Energy Inc., Pembina Exploration Limited and Pembina Energy Inc. amalgamated under the name of Talisman Energy Inc. and the Articles of Amalgamation are registered in the Registry Office for the Registry Division of the County of Essex on the 30th day of March, 1998 as Instrument No. 1419674.

Continued on Schedule

(9) This Document relates to Instrument number(s) 1112265, 1292997, 1239791, 1262737, 1292997 and 1318133

(10) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature
WHITTLE FARMS INC.	<i>[Signature]</i> Mark Whittle, President	2000 11 09
"We have the authority to bind the Corporation."		
Lessor	<i>[Signature]</i> Harold Murray Whittle, Secretary	2000 11 09

(11) Address for Service 531 County Road 18, R.R. 2, Leamington, ON N8H 3V6

(12) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature
TALISMAN ENERGY INC.	<i>[Signature]</i> Helen Klein, P.S. Land Supervisor, Contracts and Lease Adm.	2000 12 11
Lessee	"I have the authority to bind the Corporation."	

(13) Address for Service c/o ELEXCO LTD., Suite 201, 555 Southdale Road East, London, ON N6E 1A2

<p>(14) Municipal Address of Property</p> <p>R.R. #2 Leamington, ON N8H 3V6</p>	<p>(15) Document Prepared by:</p> <p>ELEXCO LTD. Suite 201, 555 Southdale Road East London, ON N6E 1A2</p> <p>File No.: 370340-16 -2 TS20488</p>	<p style="text-align: center;">Fees and Tax</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Registration Fee</td> <td style="width: 50%; text-align: right;"><i>LEO</i></td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>Total</td> <td style="text-align: right;"><i>LEO</i></td> </tr> </table>	Registration Fee	<i>LEO</i>							Total	<i>LEO</i>
Registration Fee	<i>LEO</i>											
Total	<i>LEO</i>											

Additional Property Identifier(s) and/or Other Information

(10) ADDITIONAL PARTY(IES)

Name(s)	Signature(s)	Date of Signature		
		Y	M	D
<u>WHITTLE, Marilyn Blanche</u>	<u>Marilyn Whittle</u>	<u>2000</u>	<u>11</u>	<u>09</u>
<u>WHITTLE, Harold Murray</u>	<u>Harold Whittle</u>	<u>2000</u>	<u>11</u>	<u>09</u>
We are both at least eighteen years of age.				
We are spouses of one another.				
<u>Lessor</u>				

(11) Address for Service

531 County Road 18, R.R. 2, Leamington, ON N8H 3V5

(10) ADDITIONAL PARTY(IES)

Name(s)	Signature(s)	Date of Signature		
		Y	M	D
_____	_____			
_____	_____			
<u>Lessor</u>				

(11) Address for Service

(10) ADDITIONAL PARTY(IES)

Name(s)	Signature(s)	Date of Signature		
		Y	M	D
_____	_____			
_____	_____			
<u>Lessor</u>				

(11) Address for Service

FOR OFFICE USE ONLY

UNITIZATION AGREEMENT

AGREEMENT made this 7th day of November, 2000.

BETWEEN:

WHITTLE FARMS INC., a company incorporated pursuant to the laws of the Province of Ontario

(hereinafter called "the LESSOR")
OF THE FIRST PART

- and -

MARILYN BLANCHE WHITTLE and HAROLD MURRAY WHITTLE, of the Municipality of Leamington, formerly the Township of Mersea, in the County of Essex, in the Province of Ontario

(hereinafter called "the LESSOR")
OF THE SECOND PART

- and -

TALISMAN ENERGY INC., a company incorporated pursuant to the laws of Canada, having its Head office in the City of Calgary, in the Province of Alberta

(hereinafter called "the LESSEE")
OF THE THIRD PART

- and -

HAROLD MURRAY WHITTLE and MARILYN BLANCHE WHITTLE, of the Municipality of Leamington, formerly the Township of Mersea, in the County of Essex, in the Province of Ontario

(hereinafter called "the MORTGAGEE")
OF THE FOURTH PART

WHEREAS by a Petroleum and Natural Gas Lease and Grant dated the 28th day of June A.D., 1989, and registered on the 12th day of December A.D., 1989, in the Registry Office for the Registry Division of the County of Essex as No. 1112265, as assigned by Instrument No. 1239791, registered on the 21st day of June, 1993, and as further assigned by Instrument No. 1292997 registered on the 21st day of November, 1994, as amended by a Pooling Agreement dated the 10th day of December, 1993 and registered as Instrument Number 1262737 on the 8th day of February, 1994, as assigned by Instrument Number 1292997 registered on the 21st day of November, 1994, (hereinafter together with any amendments thereto made prior to the date hereof, referred to as and included in the expression, the "said lease"), the Lessor (or the Lessor's predecessor in title or interest) did demise and lease unto the Lessee (or its predecessor in interest) for the purposes set forth therein, those certain lands in the Municipality of Leamington, formerly the Township of Mersea, in the County of Essex, Province of Ontario, described as follows:

That part of Lot 5, in the Fourth Concession, now designated as Part 2 and Part 3 on Reference Plan 12R-13655. Now known as P.I.N. 01471-0005 and part of Lot 4, in the Fourth Concession, now designated Part 1 on Reference Plan 12R-13655. Now known as P.I.N. 01471-0004,

containing in all 125.0 acres more or less, (hereinafter referred to as the "Lessor's lands").

AND WHEREAS pursuant to Spacing Order 98-03 dated the 27th day of January, 1998, made under The Oil, Gas and Salt Resources Act and filed in the office of the Ministry of Natural Resources at London, the lands shown on Schedule "D" attached hereto and forming part hereof have been established as spacing units (hereinafter called the "spacing units"), for the purpose of drilling for and producing oil or gas therefrom as set out therein.

AND WHEREAS it is believed that the rock formations known as the Trenton and Black River Groups underlying those certain lands listed and described in Schedule "A" hereunto annexed and made a part hereof, (and which include all or part of the Lessor's lands but whatever part of the Lessor's lands is so included is hereinafter referred to as the "said lands") contain the leased substances in a reservoir or pool known as (to be known as) the Wigle Pool, Unit 9 (hereinafter called the "said pool").

AND WHEREAS for the purpose of protecting the said pool from unnecessary and wasteful drilling and undue depletion, and for the protection of their correlative rights therein with respect to production of the leased substances, the parties hereto desire to amend the said lease and to unite and combine that portion of the said lands

which is included in Schedule "A" hereunto annexed and made part hereof, with all of the other lands in the said Schedule, into a single operative unit to the extent hereinafter set forth.

WITNESSETH that in consideration of the mutual considerations hereinafter contained and the sum of Five Dollars (\$5.00) by the Lessee to the Lessor in hand paid (receipt whereof is hereby acknowledged), the parties hereto each covenant and agree with the other as follows:

1. In this Agreement, including this clause, unless the context otherwise requires
 - (a) "leased substances" means severally and collectively gas and oil and related hydrocarbons other than coal.
 - (b) "unit area" means the lands described in, and from time to time remaining in Schedule "A" hereunto annexed and made a part hereof.
 - (c) "participating section of the unit area" means that portion of the unit shown on the plan in Schedule "B" hereunto annexed and made a part hereof, or as the same may be amended from time to time in the manner hereinafter provided.
 - (d) "non-participating section of the unit area" means that portion of the unit area which may from time to time lie between the edge of the unit area and the limit of the participating section of the unit area and which may be amended from time to time in the manner hereinafter provided.
 - (e) "Wigle Pool, Unit 9" means the rock formations known as the Trenton and Black River Groups underlying the participating section of the unit area.
 - (f) "other Lessors" means all those persons other than the Lessor herein, who, or whose predecessors in title or interest at any time prior to the date of or during the currency of this Agreement shall have demised and leased lands in the unit area to the Lessee or its predecessor in interest for oil and gas exploration and development purposes.
 - (g) "Lessors" means the Lessor herein and the other Lessors, collectively.
 - (h) "current market value" means the dollar value paid for each unit of the leased substances paid by the purchaser thereof at the point of measurement thereof, less the costs required by the Lessee to make any of the leased substances marketable, including without limiting the generality of the foregoing, the costs of any separating, compression, treating, processing and transportation.
2. It is understood and agreed that the Lessee shall endeavour to have executed by all of the other Lessors in the unit area agreements similar to this Agreement, and that this Agreement together with any such other agreements entered into and executed shall be interpreted and treated as a common agreement for the purpose of exploring, developing, obtaining, and maintaining production of the leased substances from those portions of the unit area covered by this Agreement and such other agreements.
3. Schedule "C" hereunto annexed and made a part hereof, is a list of the oil and gas leases now held by the Lessee from the Lessors in the unit area, as presently delineated, showing in respect of each such lease the acreage in the participating section of the unit area, the acreage in the non-participating section of the unit area and any other acreage outside the unit area.
4. Notwithstanding anything to the contrary expressed or implied in the said lease:
 - (a) It is understood and agreed that in respect of each calendar year hereafter the Lessee shall pay or tender to the Lessor in lieu of all payments under the said lease:
 - (1) that proportion of the following royalties which the Lessor's acreage from time to time in the participating section of the unit area bears to the total acreage at such respective times in the participating section of the unit area;
 - (i) Twelve and one-half percent (12½%) of the current market value of all gas produced, saved and marketed by the Lessee from the participating section of the unit area.
 - (ii) Twelve and one-half percent (12½%) of the current market value of crude oil produced, saved and marketed by the Lessee from the participating section of the unit area.

which royalties shall be paid or tendered to the Lessor monthly not later than the 15th day of the second month following the month during which the leased substances are marketed; provided that if the total of such royalties paid or tendered to the Lessor during any calendar year hereafter is less than the sum of Fifteen Dollars (\$15.00) for each and every acre of the said lands, or is less than Fifty Dollars (\$50.00) for all of the said lands, which during such year has been included in the participating section of the unit area, the Lessee shall, not later than the thirty-first day of January next following, pay or tender to the Lessor and the Lessor shall accept in respect of such calendar year an amount sufficient to bring the total amount

payable to the Lessor under this sub-clause 4(a)(1) during such calendar year, either up to the sum of Fifteen Dollars (\$15.00) per acre or up to the sum of Fifty Dollars (\$50.00), whichever amount shall be the greater;

- (2) the sum of Fifteen Dollars (\$15.00) for each and every acre of the Lessor's lands which during such calendar year has been retained by the Lessee under the said lease and which has not been included in the said lands or in any other unit agreement or in any other spacing unit containing a producing well for which royalties have been paid or tendered during such year, which sum shall be paid or tendered to the Lessor not later than the thirty-first day of January next following,

and as long as the payments in this sub-clause 4(a) provided are made or tendered, then notwithstanding any well or wells on the said lands are shut-in, suspended or otherwise not produced during any year for any cause whatsoever, the leased substances shall be deemed to be produced from and operations for the exploration, development and recovery of same shall be deemed to be conducted by the Lessee on the said lands under the said lease, and the said lease as hereby amended shall remain in full force and effect as to all of the Lessor's lands retained by the Lessee under the said lease and/or this Agreement.

Provided however, that in the event the royalty payable to the Lessor for any month during a calendar year is less than Forty Dollars (\$40.00), the Lessee may withhold such royalty payment and accumulate all such further royalty payments for the balance of that calendar year and tender to the Lessor the accumulated royalty not later than the thirty-first day of January next following.

Provided further that any royalties or rentals paid in advance under the said Lease in respect of any period within the effective term of this Agreement and which under the provisions of this sub-clause 4(a) would not have been required to be paid, shall be deducted from the payments aforesaid.

And provided further that in the calendar year in which this Agreement becomes effective the minimum payments under this sub-clause 4(a) shall be that proportion of the aforesaid minimum payments which the unexpired term of the said calendar year bears to the full calendar year.

- (b) This Agreement shall be deemed to become effective on the date the leased substances are produced from any well drilled in the unit area for the said pool.
- (c) On and after the effective date of this Agreement, the interest of the Lessors and of each Lessee, in the leased substances within the unit area are hereby unitized, as if the unit area had been included in a single lease executed by the Lessors in favour of the Lessee and as if the said lease had been subject to this Agreement.
5. The Lessee shall have the right from time to time and at any time to include as a part of the unit area additional lands in the vicinity thereof and the same thereafter for the purposes of this Agreement shall be treated in all respects as if included in the appropriate schedules hereto; PROVIDED, however, always that such additional lands shall not be included in the unit area except with the consent in writing first had and obtained of those Lessors who together own not less than sixty percent (60%) of all the lands within the unit area (as existing immediately prior to such enlargement) which are then subject to agreements with the Lessee similar to or identical in terms with this Agreement.
6. It is understood and agreed that the Lessee shall, at any time or from time to time, have the right to withdraw all of the said lands or any portion or portions thereof from the unit area, whereupon such lands or any portion or portions thereof so withdrawn shall no longer be subject to the terms of this Agreement, but shall be governed thereafter instead by the terms of the subject lease.
7. The Lessee shall have the right at any time and from time to time to enlarge or reduce the limits of the participating section of the unit area within such limits as may be determined from the geological and geophysical information then available to it.
8. Whenever the limits of the unit area or of the participating section of the unit area are altered in accordance with the provisions of any of the three clauses next preceding, the change so made shall be deemed to have occurred at the expiration of the last day of the month in which the same was effected, and the payments required to be made under the provisions of Clause 4 hereof shall be adjusted and apportioned accordingly. The Lessee shall notify the Lessor in writing of all such changes.
9. The spacing pattern, location and number of wells drilled in the unit area and the rate of drilling and the manner of operating such wells, including amongst other things but not so as to limit the foregoing, the rate of production of the leased substances therefrom shall be at all times in the sole discretion of the Lessee.
10. As part of the consideration for the payments provided for under Clause 4 hereof, the Lessor hereby grants and conveys to the Lessee for so long as development or production are continued or deemed to be continued on the unit area, the right and privilege to fence any portion of the said lands used as a well site.

11. The Lessee may at its option pay or discharge any tax, mortgage, lien, balance of purchase money or encumbrance of any kind or nature whatsoever, incurred or created by the Lessor and/or the Lessor's predecessors or successors in title or interest which may now or hereafter exist on or against or in any way affect the said lands or the leased substances, in which event, and in addition to any similar or other remedies in that behalf conferred upon the Lessee under the terms of the said lease, the Lessee shall have the right at its option, to reimburse itself by applying on the amount so paid by it any and all sums accruing to the Lessor under the terms of this Agreement.
12. It is hereby declared and agreed that this Agreement and all the terms, conditions and covenants herein contained shall extend to, be binding upon and enure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns respectively, it being understood the privilege of assigning in whole or in part is hereby expressly allowed and that the unit operation contemplated herein may be conducted by someone other than the Lessee and that the terms of this Agreement binding on the Lessee may be performed by someone on behalf of the Lessee. No assignment, however, of this Agreement by the Lessor, and no change or division in ownership of the said lands and no change or division in ownership of the sums payable hereunder, shall operate to enlarge the obligations or diminish the rights of the Lessee hereunder.
13. This Agreement shall be of the same force and effect to all intents and purposes as a covenant annexed to and running with all of the lands included within or partly within the unit area which are covered by agreements between the owners thereof and the Lessee similar to or identical in terms with this Agreement, and shall be binding upon every person who acquires an interest in any such lands regardless of the manner in which such interest is acquired, provided that nothing in this clause or herein elsewhere expressly or by implication provided shall affect the Lessee's right to surrender in whole or in part its interest in the said lands or any portion or portions thereof, under the said lease and/or this Agreement.
14. (a) If the Lessor considers that the Lessee has not complied with any provision or obligation of this Agreement, including but not limited to a failure to give notice or to pay in the manner specified any payment for which specific provision is made in this Agreement, the Lessor shall notify the Lessee in writing, describing in reasonable detail the alleged breach or breaches. The Lessee shall have thirty (30) days after receipt of such notice to:
 - (1) remedy or commence to remedy the breach or breaches alleged by the Lessor, and thereafter diligently continue to remedy the same; or
 - (2) commence and diligently pursue proceedings for a judicial determination as to whether the alleged acts or omissions constitute a breach or breaches on the part of the Lessee.
- (b) The performance of any act by the Lessee intended to remedy all or any of the alleged breaches shall not be deemed an admission by the Lessee that it has failed to perform its obligations hereunder. If the Lessee fails to remedy or commence to remedy a breach or breaches within the thirty (30) day period, or if having so commenced to remedy a breach or breaches thereafter fails to continue diligently to remedy the same, and if proceedings have not been commenced for a judicial determination as aforesaid, this Agreement, except for the Lessee's right with respect to the said Lease, shall thereupon terminate. If proceedings for a judicial determination are commenced within the aforesaid period of time, this Agreement shall not terminate until the existence of such breach has been finally judicially determined; nor shall it terminate if the Lessee within thirty (30) days of such final determination has remedied or commenced to remedy the breach or breaches and having so commenced to remedy the breach or breaches, thereafter diligently continues to remedy the same.
- (c) Notwithstanding anything contained in this Agreement, this Agreement shall not terminate nor be subject to forfeiture or cancellation if there is located on the unit area a well capable of producing leased substances or any of them, or on which operations are being conducted; and, in that event, the Lessor's remedy for any default under this Agreement shall be for damages only.
15. The Lessor and the Lessee covenant and agree with the other that the said lease is hereby amended to give effect to the amendments contained in this Agreement and in the event that there is a conflict in the provisos, terms and conditions of the said lease with this Agreement, then and in that event, the provisos, terms and conditions of the within Agreement shall prevail. Excepting as herein and hereby expressly modified or amended, the said lease shall continue in all respects in full force and effect for so long as therein and herein provided, and the same as so amended or modified is hereby ratified and confirmed. The Lessor acknowledges that the said lease as amended by this Agreement is valid and binding and for such purpose the Lessor hereby grants, leases and lets to the Lessee all of the Lessor's interests in the above-described lands upon the same terms and conditions and provisions as are contained in the said lease as amended by this Agreement and by any amendment heretofore executed. Subject however thereto, it is agreed that the entire contract and agreement between the Lessor and the Lessee with reference to the operation of the unit area is embodied herein and that no verbal warranties, representations, or promises have been made or relied upon by the parties supplementing, modifying or inducing the execution of this Agreement.
16. This Agreement and all the terms, conditions, covenants and obligations contained herein shall take effect and be binding upon the parties hereto as of and from the day specified in Clause 4 hereof and shall continue in force and effect for so long as the unit operation herein provided for continues and any portion of the said

lands remains within the unit area, and in any event for so long as the payments provided for in Sub-Clause 4(a) hereof are made or tendered.

17. The Lessor hereby covenants and agrees with the Lessee, that it shall and will do and perform all such acts and things and execute all such deeds, documents and writings and give all such assurances as may be necessary to give effect to the said lease and to this Unitization Agreement.
18. The Lessor hereby agrees that all provisions herein are reasonable and valid and if any provision herein is determined to be unenforceable, in whole or in part, it shall be severable from all other provisions and shall not affect or impair the validity of all other provisions.
19. (a) All payments to the Lessor provided for in this Lease shall, at the Lessee's option, be paid or tendered either to the Lessor or to the depository named in or pursuant to this clause, and all such payments or tenders may be made by cheque or draft of the Lessee either mailed or delivered to the Lessor or to said depository, which cheque or draft shall be payable in Canadian funds. If payment is made by the Lessee to the depository, the Lessor does hereby appoint **The Toronto Dominion Bank at 274 Erie Street South, P.O. Box 129, Leamington, ON N8H 3W1** as the sole depository for the receipt of all monies payable under this Lease, and the Lessor agrees that said depository and its successors shall be and continue as its agent for the receipt of any and all sums payable hereunder, regardless of changes of ownership (whether by assignment, succession or otherwise and whether in whole or in part) of the said lands or the leased substances or of the consideration payable hereunder, rentals, suspended well payments or royalties to accrue hereunder. Any payment mailed to the Lessor or to the depository shall be deemed to have been paid 4 days (excluding Saturdays, Sundays and statutory holidays) after deposit in any mail box or post office.
- (b) The Lessor may not cancel the appointment of a depository without designating a successor or may at any time designate a new depository by giving written notice to the Lessee specifying the name and address of such new depository; provided that:
 - (1) only a bank, trust company, credit union, or treasury branch in Canada may be designated as a depository;
 - (2) only one depository shall be designated at any one time, regardless of whether or not any monies payable hereunder are, or become, payable to more than one person; and
 - (3) the Lessee shall not be required to recognize any new depository until the expiration of 45 days from the receipt by it of the notice in writing, but this shall not prohibit the Lessee from making payment to the new depository prior to the expiration of the 45-day period. All payments or tenders made to such new depository shall be deemed to have been made in accordance with the terms of this Lease.
- (c) If any depository shall at any time resign, or fail or refuse to act as the depository hereunder and a new depository is not designated by the Lessor pursuant to the terms of this clause within 10 days from such resignation, failure or refusal to act then the Lessee at its option may designate a depository hereunder, which depository shall be entitled to charge its usual fees and collect same from the Lessor, and said depository shall be the depository to all intents and purposes as if originally appointed by the Lessor.
- (d) Should the Lessor be a non-resident of Canada, the Lessor acknowledges and agrees that the Lessee may deduct income, withholding or other taxes from any payment to the Lessor in compliance or intended compliance with the provisions of the Income Tax Act, tax agreements or treaties or other statutes of Canada or its Provinces as are from time to time enacted and amended, whereupon the timely remittance by the Lessee of the balance of the payment to the Lessor shall be deemed to constitute full performance by the Lessee in respect of such payment.
20. (a) All notices, communications and statements (herein called "notices") required or permitted hereunder shall be in writing.

Notices may be served:

 - (1) personally by delivering them to the party on whom they are to be served at that party's address hereinafter given, provided such delivery shall be during normal business hours. Personally served notices shall be deemed received by the addressees when actually delivered as aforesaid; or
 - (2) by telegraph or telecommunications (or by any other like method by which a written and recorded message may be sent) directed to the party on whom they are served at that party's address hereinafter given. Notices so served shall be deemed received by the respective addressees thereof (1) when actually received by them if received within the normal working hours of a business day, or (2) at the commencement of the next ensuing business day following transmission thereof, whichever is the earlier; or

(3) by mailing them first class (air mail if to or from a location outside of Canada) post, postage prepaid, to the party on whom they are to be served. Notices so served shall be deemed to be received by the addressee at noon, local time, on the earlier of the actual date of receipt or the 4th day (excluding Saturdays, Sundays or statutory holidays) following the mailing thereof. No notice shall be effective if mailed during any period in which postal workers are on strike or if a strike of postal workers is imminent and may be anticipated to affect normal delivery of the notice.

(b) The address for service of notices shall be as follows:

Lessee:	Talisman Energy Inc. c/o Elexco Ltd. Suite 201, 555 Southdale Road East London, ON N6E 1A2	Lessor:	531 County Road 18 R.R. 2 Leamington, ON N8H 3V5
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(c) Any party may change its address for service by notice to the other party served as aforesaid.

(d) Nothing herein shall in any way affect the method of the payment of monies as set out in Clause 19 hereof.

21. We, N/A and N/A, being spouses within the meaning of Section 1 (1) of the Family Law Act, R.S.O. 1990, c. F.3., together with any amendments thereto, do hereby consent to the transaction evidenced by this instrument and the registration of same on the title to the lands hereinbefore described.

22. And Harold Murray Whittle and Marilyn Blanche Whittle, a Mortgagee of the Lessor's lands, does hereby consent to the grant of the rights and privileges granted hereunder and agrees that the within Instrument shall have the same validity, priority and effect as if executed, delivered and recorded prior to the date of the execution of the Mortgage/Charge Number 1318133 registered on the 22nd day of August, 1995.

IN WITNESS WHEREOF the Parties hereto have executed and delivered these presents as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of

Witness [Signature]

Witness [Signature]

) LESSOR
) WHITTLE FARMS INC.
) [Signature]
) Mark Whittle, President
) [Signature]
) Harold Murray Whittle, Secretary
) "We have the authority to bind the Corporation."
) [Signature]
) Marilyn Blanche Whittle
) [Signature]
) Harold Murray Whittle

) LESSEE
) TALISMAN ENERGY INC.
) [Signature]
) Helen [Name] Land Supervisor,
) Contracts and Lease Adm.
) "I have the authority to bind the corporation."

AND the Mortgagee in Mortgage/Charge Number 1318133, registered on August 22, 1995, in consideration of the sum of Two Dollars (\$2.00) the receipt of which hereof is hereby acknowledged, joins herein for the purpose of consenting to the rights under the Unitization Agreement hereto attached and the complete enjoyment thereof by the Lessee and agrees to be bound by the provisions hereof to the extent that the Mortgagee's interest in the Lessor's lands shall be treated as being subsequent to the Lessee's interest granted by the Unitization Agreement.

The Mortgagee certifies that the Mortgagee is at least eighteen years of age and that we are spouses of one another.

	Y	M	D
<u>WHITTLE, Harold Murray</u>	<u>Harold Whittle</u>	2000	11 09
<u>WHITTLE, Marilyn Blanche</u>	<u>Marilyn Whittle</u>	2000	11 09

Ray [Signature]
Witness

370340-16

SCHEDULE "A"

Attached to and forming a part of a Unitization Agreement for the **Wigle Pool, Unit 9**. In the Municipality of Leamington, formerly the Township of Mersea, in the County of Essex, Province of Ontario.

ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being in the Municipality of Leamington, formerly the Township of Mersea, in the County of Essex, Province of Ontario and being more particularly described as follows:

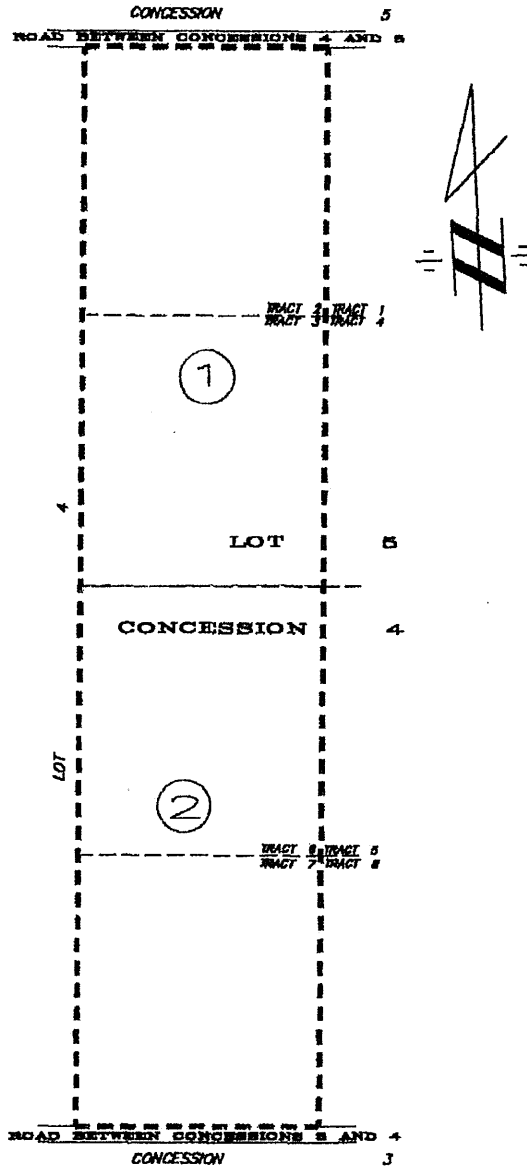
That part of Lot 5, in the Fourth Concession, which may be more particularly described as follows:

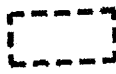
PREMISING that the bearings hereon are astronomic and are referred to Plan 12R-13655.

COMMENCING at the point of intersection of the Northerly limit of the Road Allowance between Concession 3 and Concession 4, and the dividing line between Lot 4 and Lot 5;
THENCE North 02 degrees 33 minutes 30 seconds East, along the said dividing line between Lot 4 and Lot 5, a distance of 2,248.87 feet to a point;
THENCE North 02 degrees 49 minutes East, continuing along the said dividing line, a distance of 2,252.1 feet to the Southerly limit of the Road Allowance between Concession 4 and Concession 5;
THENCE South 87 degrees 27 minutes East, along the said Southerly limit of the Road Allowance, a distance of 993.6 feet to a point;
THENCE South 02 degrees 43 minutes West, a distance of 2,240.6 feet to a point;
THENCE continuing South 02 degrees 43 minutes West, a distance of 2,258.7 feet to a point in the Northerly limit of the Road Allowance between Concession 3 and Concession 4;
THENCE North 87 degrees 24 minutes 05 seconds West, along the said Northerly limit of the Road Allowance, a distance of 990.70 feet to the point of commencement.

The said lands being located in tracts 2, 3, 6 and 7 of Lot 5, in the Fourth Concession, according to the sequential numbering of tracts provided for in Ontario Regulation 245/97 under the Oil, Gas and Salt Resources Act.

SCHEDULE "B"
Unitization Agreement
Wigle Pool, Unit 9
Municipality of Leamington, formerly in the township of Mersea
in the County of Essex




 — unit area = participating section of the unit area
 each tract = +/- 25 acres

Municipality of Leamington
 formerly in the Township of Mersea
 County of Essex
 Concession 4, Part of Lot 5

SCHEDULE "C"

Attached to and forming a part of a Unitization Agreement for the Wigle Pool, Unit 9
 In the Municipality of Leamington, formerly the Township of Mersea, in the County of Essex, Province of Ontario.

Map No.	File No.	Registered Instrument No.	Name of Lessor	Acres in Unit Area	Acres in Participating Area	Acres in Non-Participating Area	% of Lessor's Acres in Participating Area to Total Acres of Participating Area	Lessor's Acres in other Spacing Units, Pooling or Unitization Agreements with a well capable of production	Other Acres Held by Unitization Agreement
1	TS24266	1252259	HIGHLINE PRODUCE LIMITED	51.368	51.368	0.000	49.967	48.652	0.000
2	TS20488	1112265	WHITTLE FARMS INC. WHITTLE, Harold Murray WHITTLE, Marilyn Blanche	51.435	51.435	0.000	50.033	48.750	24.760
			TOTAL	102.803	102.803	0.000	100.000	97.402	24.760

Summary of Acres in Other Spacing Units, Pooling or Unitization Agreements

Parcel 1: 48.652 acres in participating section of Hillman Creek Pool

Parcel 2: 48.750 acres in participating section of Hillman Creek Pool

* File TS20488:

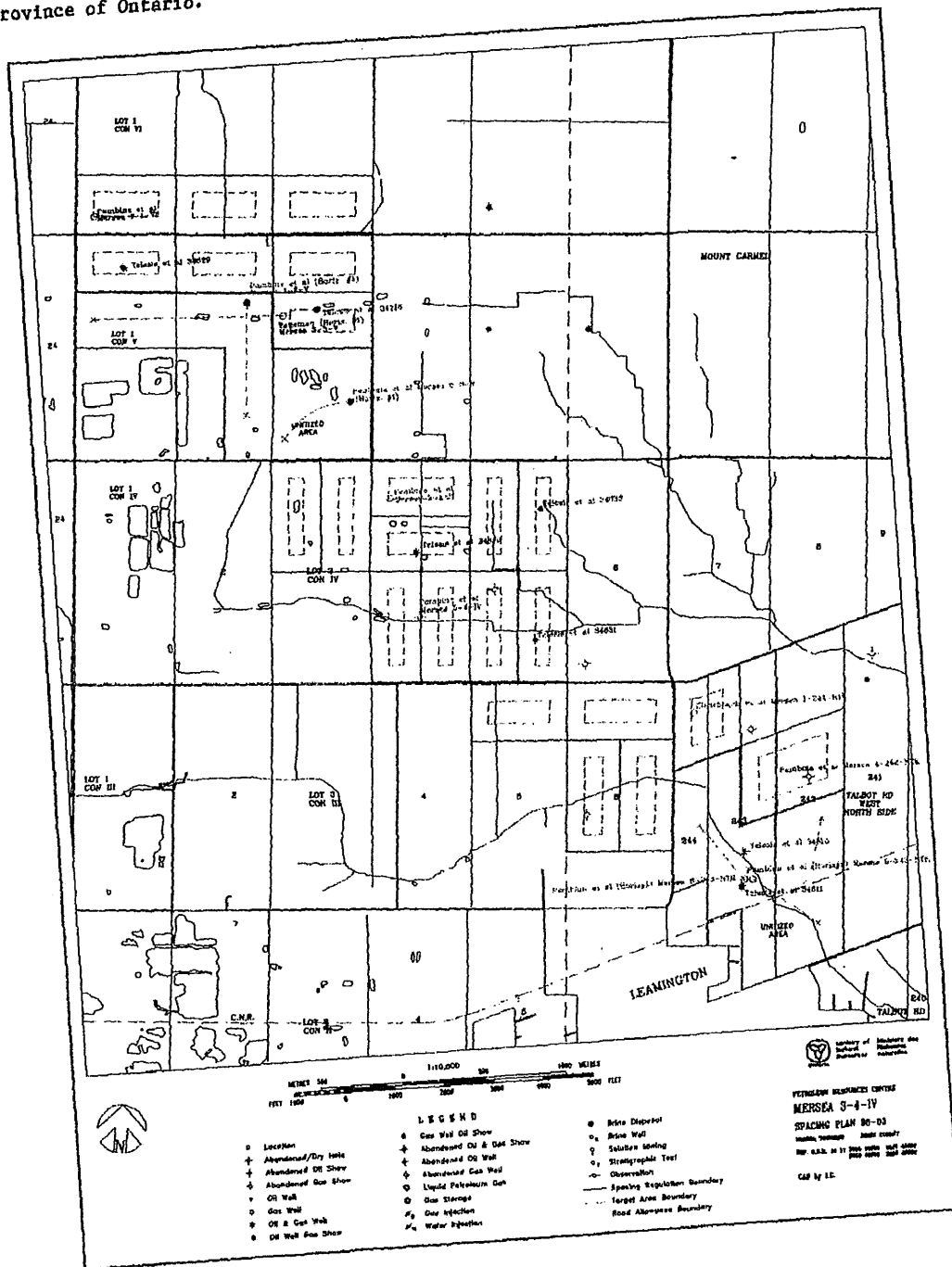
Part 1, Plan 12R13655 owned by Marilyn Blanche Whittle

Part 2, Plan 12R13655 owned by Marilyn Blanche Whittle (mineral rights) and Whittle Farms Inc. (surface rights)

Part 3, Plan 12R13655 owned by Marilyn Blanche Whittle and Harold Murray Whittle

SCHEDULE "D"

Attached to and forming a part of a Unitization Agreement for Wigle Pool, Unit 9. In the Municipality of Leamington, formerly the Township of Mersea, in the County of Essex, Province of Ontario.





ELEXCO LTD.

201-555 Southdale Road East
London, Ontario N6E 1A2
Tel: (519) 686-0470 Fax: (519) 686-9088
E-Mail: elxco@aone-elexco.com
www.elexco.com

November 7, 2000

Whittle Farms Inc.
531 Essex Road 18
RR 2
Leamington ON N8H 3V5

Attention: Mr. Harold Whittle

Dear Sir:

**RE: Unitization Agreement
West half of Lot 5, Concession 4
Municipality of Leamington, County of Essex**

Please accept this letter as concurrence of Talisman Energy Inc. with the following that you have requested as conditions for your signing of the above-referenced Unitization Agreement.

The conditions that we have received from Mr. Alex Reid, your barrister & solicitor, are as follows:

1. Any well or pumping station required for the drilling of the well in the referenced Unit Area to be located as close to the southeast or southwest corners of the conceptualized 25-acre parcel as is reasonable;
2. The Whittle Farms Inc. will be compensated for the use of the surface of the said property at a rate of \$700/acre per year for any lands taken out of production as a result of operations by Talisman Energy Inc. on the said lands; and
3. That if the part of the property presently containing an oil line from an existing well, in an easement being Part 2 on Registered Plan 12R-13655 impedes future development for greenhouses or other buildings on the said property, then Talisman Energy Inc. would agree to re-located the said line so that the line went directly north from the existing well to the northerly limit of the said property and then westerly, along the north limit, to the edge of your property.

I believe this letter should alleviate your concerns and we appreciate your assistance and consideration in this matter.

Yours very truly,
**ELEXCO LTD. for
TALISMAN ENERGY INC.**

Dale A. Norman, Land Manager
dnorman@aone-elexco.com

MW
11/7/00

DAN:sdp

cc. Mr. Alex Reid, Reid Reynolds, Collins, Ricci & Enns, LLP
Ron Stinson, Talisman Energy Inc.

FOR OFFICE USE ONLY

1511324

CERTIFICATE OF REGISTRATION
CERTIFICAT D'ENREGISTREMENT
ESSEX (12) WINDSOR

'01 04 25 13 19

LAND REGISTRAR / REGISTRATEUR

(1) Registry Land Titles (2) Page 1 of 6 pages

(3) Property Identifier(s) 01471 Block Property 0005 Additional: See Schedule

(4) Nature of Document
AGREEMENT TO GRANT EASEMENT AND RIGHT-OF-WAY

(5) Consideration
Fifty ----- 00/100 Dollars \$50.00

(6) Description
In the Municipality of Leamington, formerly Township of Mersea, in the County of Essex, part of Lot 5, in the Fourth Concession, now designated as Part 2 on Reference Plan 12R-13655. Now known as PIN 01471-0005.

New Property Identifiers Additional: See Schedule

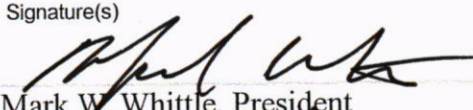
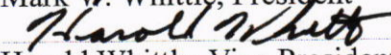
Executions Additional: See Schedule

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch (b) Schedule for: Description Additional Parties Other

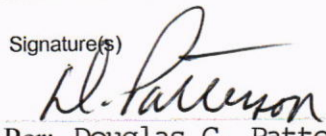
(8) This Document provides as follows:

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)
Name(s) Signature(s) Date of Signature
Y M D
WHITTLE FARMS INC.  2001 02 01
Mark W. Whittle, President
 2001 02 01
Harold Whittle, Vice-President
Grantor "I/We have authority to bind the Corporation"

(11) Address for Service R.R. #2, Leamington, ON N8H 3V5
531 Essex Rd 18

(12) Party(ies) (Set out Status or Interest)
Name(s) Signature(s) Date of Signature
Y M D
TALISMAN ENERGY INC.  2001 3 13
Per: Douglas C. Patterson
Manager, Land
Grantee "I have authority to bind the Corporation"

(13) Address for Service c/o Elexco Ltd., Suite 201, 555 Southdale Road East, London, ON N6E 1A2

(14) Municipal Address of Property
R.R. #2
Leamington, ON
N8H 3V5

(15) Document Prepared by:
Elexco Ltd.
555 Southdale Road East
London, ON N6E 1A2
File No. 370340-5-3A
33660

Fees and Tax	
Registration Fee	
Total	60

AGREEMENT TO GRANT EASEMENT AND RIGHT-OF-WAY

THIS AGREEMENT made this 01 day of February, 2001.

BETWEEN **WHITTLE FARMS INC.**, a company incorporated pursuant to the laws of the Province of Ontario

(hereinafter called the "Grantor")
OF THE FIRST PART

- and -

TALISMAN ENERGY INC., a company incorporated pursuant to the laws of Canada, having its Head office in the City of Calgary, in the Province of Alberta

(hereinafter called the "Grantee")
OF THE SECOND PART

- and -

HAROLD WHITTLE and MARILYN BLANCHE WHITTLE

(hereinafter called the "Mortgagee")
OF THE THIRD PART

- and -

MARILYN BLANCHE WHITTLE

(hereinafter called the "Mineral Rights Owner")
OF THE FOURTH PART

WHEREAS the Grantor is the registered owner of an estate in fee simple in possession, or entitled to become registered as owner of such an estate under an Agreement for Sale or unregistered transfer or otherwise, subject to any encumbrances, liens and interests, in all that tract of land situate lying and being in the **Municipality of Leamington, formerly the Township of Mersea, in the County of Essex**, Province of Ontario and being described as follows:

Part of Lot 5, in the Fourth Concession, now designated as Part 2, on Reference Plan 12R-13655. Now known as PIN 01471-0005.

(hereinafter referred to as the "Grantor's Lands").

AND WHEREAS the Mortgagee is the registered holder of a charge affecting the Easement Lands and the Party of the Fourth Part has a claim or interest herein;

In consideration of the sum of **Fifty Dollars (\$50.00)** paid to the Grantor by the Grantee, the receipt of which the Grantor hereby acknowledges, and in consideration of the covenants and conditions hereinafter provided to be kept and performed by the Grantee, DOES HEREBY GRANT, CONVEY, AND TRANSFER UNTO AND TO THE GRANTEE the right, liberty, privilege and easement to use that portion of the Grantor's lands, being a right-of-way and/or easement in perpetuity in, on, over, under, and/or through a strip of land **Thirty (30.0) feet** in width being hereinafter called the "Easement Lands", for the laying down, construction, operation, maintenance, inspection, alteration, removal, replacement, reconstruction, and/or repair of one or more pipelines, together with all the works necessary for its undertaking, including but without limiting the generality of the foregoing, all such stations, structures, communication systems, drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient in connection therewith for the carriage, conveyance, transportation, storage and/or handling of petroleum and natural gas and all related products, gases, and liquids, whether hydrocarbons or not, together with the right of ingress and egress to and from the Grantor's Lands for its employees, servants, agents, vehicles, supplies and equipment for all purposes necessary or incidental to the exercise and enjoyment of the rights and privileges herein granted as and from the date written first above, and for so long thereafter as the Grantee desires to exercise the rights and privileges herein granted, for the sum of **TWO THOUSAND SIX HUNDRED DOLLARS (\$2,600.00)** per acre hereinafter referred to as the "Easement Price" based upon the acreage determined when a survey has been completed for the Easement Lands.

THE PARTIES HERETO MUTUALLY COVENANT AND AGREE EACH WITH THE OTHER AS FOLLOWS:

1. The Grantor shall have the right to use and enjoy the Easement Lands except that such use and enjoyment shall not interfere with the rights of the Grantee hereunder. Without limiting the generality of the foregoing, the Grantor shall not without the prior written consent of the Grantee, place or erect, or cause to be placed or erected, on the Easement Lands any building, structure or fence and shall not excavate, alter the grading, drill, install thereon any pit, well, foundation and/or pavement which will obstruct or prevent the exercise and enjoyment by the Grantee of its rights hereunder.
2. Forthwith upon the execution of this Agreement the Grantee, its employees, servants and agents shall be entitled to exercise and enjoy all rights and privileges as herein granted effective with the date written first above. The Grantee shall peaceably hold and enjoy the rights, liberties, privileges and easement hereby granted without hinderance, molestation or interruption on the part of the Grantor or of any person, firm or corporation claiming by, through, under or in trust for the Grantor.
3. The location of the Easement Lands shall be selected by the Grantee, provided that such location shall not interfere unreasonably with the use by the Grantor of the remainder of the Grantor's Lands.
4. The Grantee shall indemnify the Grantor against all action, suits, claims and demands by any person or persons whomsoever in respect of any loss, injury, damage or obligation to compensate arising out of or connected with the work carried on by the Grantee on the Grantor's Lands or in respect of any breach of any of the terms and conditions of this Agreement. Grantee shall pay Grantor for all damages to the Grantor's Lands attributable to any operations conducted pursuant to this Agreement. As soon as reasonably possible after any construction operations, the Grantee shall remove all surplus soil and debris from the Grantor's Lands and restore the surface thereof to the same condition so far as may be reasonably practicable, as existed before the entry thereon and use thereof by the Grantee.
5. In the event the Grantee installs additional pipeline systems on the Easement Lands or conducts operations on any lands adjoining the Easement Lands owned by the Grantor, subsequent to the year of installation of any prior pipeline installation, the Grantee shall pay the Grantor for the use of such land at a rate of **Five Hundred Dollars (\$500.00)** per acre (hereinafter called "the said Sum"); provided however, that either party hereto may request a review of the said Sum at any time following the fifth year following the date of this Agreement. The said Sum shall be tendered to the Grantor within **Ninety (90) days** following the completion of any such installation or operation.

To facilitate installation of any pipeline system, the Grantee shall be provided with, if so required, a temporary work area approximately **Twenty (20.0) feet** in width, adjacent to and parallel with the Easement Lands. The Grantee shall compensate the Grantor for the use of such temporary work area at the rate hereinbefore set forth.
6. The Grantor shall, forthwith upon the request of the Grantee, execute and deliver a grant or transfer of easement and right-of-way in favour of the Grantee, together with such other and further documents of title in respect of the Grantor's Lands as may be reasonably required by the Grantee in order to allow this Agreement to remain in full force and effect.
7. The Grantee shall pay the Easement Price of the said transfer of easement and right-of-way to the Grantor as soon as reasonably possible after the registration thereof in the appropriate Registry or Land Titles Office provided that the consideration paid to the Grantor pursuant to this Agreement shall also be applied as part payment of the said Easement Price.
8. Notwithstanding any rule of law or equity, any pipeline constructed by the Grantee hereunder together with all related works, appurtenances, attachments, apparatus, appliances, markers, fixtures and equipment shall be deemed to be the property of the Grantee, even though the same may have become annexed or affixed to the Grantor's Lands.
9. The Grantee, shall have the right to abandon any pipeline, or any part thereof, during the term of this Agreement, and have the right, but not the obligation, to remove all or any part thereof which may be located beneath the surface of the Easement Lands. Notwithstanding the foregoing, any such abandonment shall at all times comply with all prevailing Regulations.
If the Grantee has, for a period of five (5) years, made no use of the pipeline, whether or not it has formally abandoned the pipeline, and thereafter wishes to renew the use of the pipeline the Grantee shall, prior to such re-use, make payment to the Grantor of such sums of money as are provided herein for the original use of such pipeline being the Easement Price and where applicable the sums payable under paragraph 5 hereof.
10. This Agreement shall be conditional upon compliance with the provisions of The Planning Act. Grantor hereby appoints Grantee to execute such consents or authorizations as may be necessary for the Grantee to obtain any necessary consents from the local Land Division Committee and agrees to co-

operate in any such applications for consent.

- 11. This Agreement shall be of the same force and effect as a covenant running with the Grantor's Lands and the rights hereunder shall be appurtenant to the lands of the Grantee which may be more particularly described in the grant or transfer of easement and right-of-way in favour of the Grantee.
- 12. Notwithstanding anything herein contained, the Grantee may at any time determine or release and abandon this Agreement, whereupon this Agreement and its terms and conditions shall terminate and the obligations of the Grantee, including the payment of the Easement Price, shall be extinguished. The Grantee shall not be entitled to a refund of any of the Easement Price theretofore paid.
- 13. Any payment required to be made to the Grantor hereunder may be made by the Grantee sending a cheque by prepaid post to the Grantor at its address for service of notices as herein provided or by depositing to the Grantor's credit in the **PAY DIRECT** at **R.R. #2, Leamington, ON N8H 3V5** (or in such other place as the Grantor may designate from time to time).
- 14. All notices to be given hereunder may be given by letter delivered or mailed by prepaid post and addressed to the Grantor at **R.R. #2, Leamington, ON, N8H 3V5** and to the Grantee c/o of Elexco Ltd., Suite 201, 555 Southdale Road East, London, ON N6E 1A2, or such other address as either party from time to time may appoint in writing, and every such notice so mailed shall be deemed to be given and received by the addressee forty-eight (48) hours after such mailing.
- 15. This Agreement shall extend to, be binding upon and enure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto.
- 16. We, **N/A** and **N/A**, being spouses within the meaning of Section 1 (1) of the Family Law Act, R.S.O. 1990, c. F.3., together with any amendments thereto, do hereby consent to the transaction evidenced by this instrument and the registration of same on the title to the lands hereinbefore described.

AND, the Mortgagee and/or the Party of the Fourth Part covenant that the Grantee shall have quiet possession of the rights, privileges and easement hereby granted.

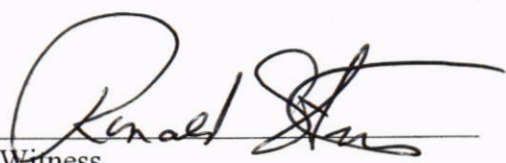
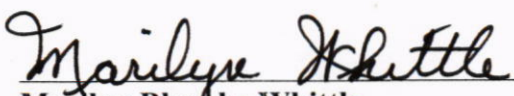
IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SIGNED, SEALED AND DELIVERED
in the presence of

) GRANTOR
) **WHITTLE FARMS INC.**
)
)
) Mark W. Whittle, President
)
)
) Harold Whittle, Vice-President
) "I/We have authority to bind the Corporation"

) GRANTEE
) **TALISMAN ENERGY INC.**
)
)
) Douglas C. Patterson
) Manager, Land
) "I have authority to bind the Corporation"

MARILYN BLANCHE WHITTLE, Mineral Rights Owners as set out in Instrument No. 1318132, hereby consents to this Agreement and postpones her rights in the Grantor's Lands to the rights of the Grantee, and hereby agrees to execute for such purpose this consent for this Agreement to Grant Easement and Right of Way contemplated hereby.

)	
Witness)	Marilyn Blanche Whittle
)	
)	
)	

And the Mortgagee in Mortgage/Charge Number **1318133**, registered on **August 22, 1995**, in consideration of the sum of Two Dollars (\$2.00) the receipt of which hereof is hereby acknowledged, joins herein for the purpose of consenting to the rights under the Agreement to Grant Easement and Right of Way hereto attached and the complete enjoyment and quiet possession thereof by the Grantee and agrees to be bound by the provisions hereof to the extent that the Mortgagee's interest in the Grantor's lands shall be treated as being subsequent to the Grantee's interest granted by the Agreement to Grant Easement and Right of Way.

The Mortgagee certifies that the Mortgagee is at least eighteen years of age and that,

	
Witness	Harold Whittle

	
Witness	Marilyn Blanche Whittle

**Affidavit of Residence and of Value of the Consideration
Form 1 - Land Transfer Tax Act**

Refer to all instructions on reverse side.
IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) In the Municipality of Leamington, formerly the Township of Mersea, in the County of Essex, part of Lot 5, in the Fourth Concession, now designated as Part 2 on Reference Plan 12R-13655. Now known as PIN 01471-0005.

BY (print names of all transferors in full) WHITTLE FARMS INC.

TO (see instruction 1 and print names of all transferees in full) TALISMAN ENERGY INC.

I, (see instruction 2 and print name(s) in full) John L. Norman

MAKE OATH AND SAY THAT:

1. I am (place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s)): (see instruction 2)
- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
 - (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
 - (c) A transferee named in the above-described conveyance;
 - (d) The authorized agent ~~of WHITTLE FARMS INC.~~ acting in this transaction for (insert name(s) of principal(s)) TALISMAN ENERGY INC.

described in paragraph(s) X, X, (c) above; (strike out references to inapplicable paragraphs)

(e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for (insert name(s) of corporation(s))

described in paragraph(s) (a), (b), (c) above; (strike out references to inapplicable paragraphs)

(f) A transferee described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and on behalf of (insert name of spouse) who is my spouse described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and as such, I have personal knowledge of the facts herein deposed to.

2. (To be completed where the value of the consideration for the conveyance exceeds \$400,000).

- I have read and considered the definition of "single family residence" set out in clause 1(1)(ja) of the Act. The land conveyed in the above-described conveyance
- contains at least one and not more than two single family residences.
 - does not contain a single family residence.
 - contains more than two single family residences. (see instruction 3)
- Note: Clause 2(1)(d) imposes an additional tax at the rate of one-half of one per cent upon the value of consideration in excess of \$400,000 where the conveyance contains at least one and not more than two single family residences.**

3. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act and each of the following persons to whom or in trust for whom the land is being conveyed in the above-described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act. (see instructions 4 and 5) None

4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

(a) Monies paid or to be paid in cash	\$	<u>50.00</u>	
(b) Mortgages (i) Assumed (show principal and interest to be credited against purchase price)	\$	<u>Nil</u>	
(ii) Given back to vendor	\$	<u>Nil</u>	
(c) Property transferred in exchange (detail below)	\$	<u>Nil</u>	
(d) Securities transferred to the value of (detail below)	\$	<u>Nil</u>	
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$	<u>Nil</u>	
(f) Other valuable consideration subject to land transfer tax (detail below)	\$	<u>Nil</u>	
(g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f))	\$	<u>50.00</u>	\$ <u>50.00</u>
(h) VALUE OF ALL CHATTELS - items of tangible personal property (Retail Sales Tax is payable on the value of all chattels unless exempt under the provisions of the "Retail Sales Tax Act", R.S.O. 1980, c.454, as amended)	\$	<u>Nil</u>	
(i) Other consideration for transaction not included in (g) or (h) above	\$	<u>Nil</u>	
(j) TOTAL CONSIDERATION	\$	<u>50.00</u>	

All Blanks
Must Be
Filled In.
Insert "Nil"
Where
Applicable

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 6) Not applicable

6. If the consideration is nominal, is the land subject to any encumbrance? Undetermined

7. Other remarks and explanations, if necessary. The attached Agreement to Grant Easement and Right-of-Way is conveyed to a pipeline company and an exemption is claimed as provided under Regulation 695, R.R.O., 1990, as amended.

Sworn before me at the City of London

in the County of Middlesex

this 19th day of MARCH ~~XX~~ 2001

A Commissioner for taking Affidavits, etc.

signature(s)

Property Information Record

- A. Describe nature of instrument: AGREEMENT TO GRANT EASEMENT AND RIGHT-OF-WAY
- B. (i) Address of property being conveyed (if available) Not applicable
- (ii) Assessment Roll No. (if available) Not applicable
- C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7) Not applicable
- D. (i) Registration number for last conveyance of property being conveyed (if available) Not applicable
- (ii) Legal description of property conveyed: Same as in D.(i) above. Yes No Not known
- E. Name(s) and address(es) of each transferee's solicitor
Not applicable

For Land Registry Office Use Only	
Registration No.	
Registration Date	Land Registry Office No.

School Tax Support (Voluntary Election) See reverse for explanation

- (a) Are all individual transferees Roman Catholic? Yes No
- (b) If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters? Yes No
- (c) Do all individual transferees have French Language Education Rights? Yes No
- (d) If Yes, do all individual transferees wish to support the French Language School Board (where established)? Yes No

NOTE: As to (c) and (d) the land being transferred will be assigned to the French Public School Board or Sector unless otherwise directed in (a) and (b). 0449D (90-09)

FOR OFFICE USE ONLY

1538267

CERTIFICATE OF REGISTRATION
CERTIFICAT D'ENREGISTREMENT
ESSEX (12) WINNIPEG

'02 SEP 12 AM 9 17

LAND REGISTRAR/REGISTRATEUR

(1) Registry Land Titles (2) Page 1 of 9 pages

(3) Property Identifier(s) Block 01471 Property 0005 Additional: See Schedule

(4) Nature of Document
SURFACE LEASE

(5) Consideration
Six Hundred and Five -----
----- 00/100 Dollars \$605.00

(6) Description
In the Municipality of Leamington, formerly the Township of Mersea, in the County of Essex, that part of Lot 5, in the Fourth Concession, now designated as Part 2 on Reference Plan 12R-13655. Now known as P.I.N. 01471-0005.

New Property Identifiers Additional: See Schedule

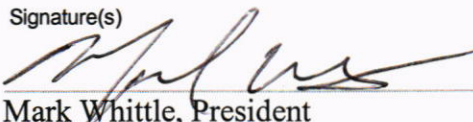

Executions Additional: See Schedule

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch (b) Schedule for: Description Additional Parties Other

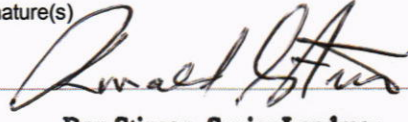
(8) This Document provides as follows:

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)
Name(s) Signature(s) Date of Signature
Y M D
WHITTLE FARMS INC.  2002 03 06
Mark Whittle, President
Lessor  2002 03 06
Harold Murray Whittle, Secretary
"We have authority to bind the Corporation."

(11) Address for Service 531 County Road 18, RR 2 Leamington ON N8H 3V5

(12) Party(ies) (Set out Status or Interest)
Name(s) Signature(s) Date of Signature
Y M D
TALISMAN ENERGY INC.  2002 04 29
Ron Stinson, Senior Landman
Lessee "I have the authority to bind the Corporation"

(13) Address for Service c/o ELEXCO LTD., Suite 201, 555 Southdale Road East, London, ON N6E 1A2

(14) Municipal Address of Property
RR 2
Leamington ON N8H 3V6

(15) Document Prepared by:
ELEXCO LTD.
Suite 201, 555 Southdale Road East
London, ON N6E 1A2
File No.: 370340-14-4
35248

Fees and Tax	
Registration Fee	
Total	600

Additional Property Identifier(s) and/or Other Information

(10) ADDITIONAL PARTY(IES)

Name(s)

Signature(s)

Date of Signature

Y M D

WHITTLE, Marilyn Blanche

Marilyn Whittle

2002 | 03 | 06

I am at least eighteen years of age.

The property is not ordinarily occupied by me and my spouse, who is not separated from me, as our family residence.

Lessor

(11) Address for Service

531 County Road 18, RR 2 Leamington ON N8H 3V5

(10) ADDITIONAL PARTY(IES)

Name(s)

Signature(s)

Date of Signature

Y M D

(11) Address for Service

(10) ADDITIONAL PARTY(IES)

Name(s)

Signature(s)

Date of Signature

Y M D

Lessor

(11) Address for Service

FOR OFFICE USE ONLY

THIS LEASE made this 06th day of MARCH, A.D., 2002.

BETWEEN:

WHITTLE FARMS INC., a company incorporated pursuant to the laws of the Province of Ontario,

(hereinafter called the "Lessor")
OF THE FIRST PART

-and-

MARILYN BLANCHE WHITTLE, of the Municipality of Leamington, formerly the Township of Mersea, in the County of Essex, in the Province of Ontario,

(hereinafter called the "Lessor")
OF THE SECOND PART

-and-

TALISMAN ENERGY INC., a company incorporated pursuant to the laws of Canada, having its Head office in the City of Calgary, in the Province of Alberta

(hereinafter called the "Lessee")
OF THE THIRD PART

-and-

HAROLD MURRAY WHITTLE and MARILYN BLANCHE WHITTLE, of the Municipality of Leamington, formerly the Township of Mersea, in the County of Essex, in the Province of Ontario.

(hereinafter called the "Mortgagee")
OF THE FOURTH PART

WHEREAS the Lessor is the registered owner (or is entitled to become registered as owner under an agreement for sale or unregistered transfer or otherwise), of an estate in fee simple, subject however to any mortgages and encumbrances registered there against, of and in that certain parcel of land, situate, lying and being in the Municipality of Leamington formerly the Township of Mersea, in the County of Essex, Province of Ontario, and described as follows:

That part of Lot 5, in the Fourth Concession, now designated as Part 2 on Reference Plan 12R-13655. Now known as P.I.N. 01471-0005.

(hereinafter called the "said lands")

containing 99.262 acres, more or less;

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

NOW THEREFORE THIS LEASE WITNESSETH:

DEMISED PREMISES:

1. The Lessor for the purposes and at the rent hereinafter set forth does hereby lease unto the Lessee all and singular those parts of the said lands more particularly described in Schedule "A" attached hereto, hereinafter called the "demised premises", being **1.21** acres, more or less, to be held by the Lessee as tenant for the term of Ten (10) years, from the date hereof, subject to renewal as hereinafter provided, for the purposes of exploring for, drilling, operating and producing petroleum, natural gas and other wells thereon, storing, treating, processing, removing and transporting petroleum, natural gas and related hydrocarbons wherever produced, and generally for any and all purposes and uses as may be deemed by the Lessee to be necessary or useful in connection with its drilling, producing, treating and storing operations; and further, and without derogating from the generality of the foregoing, for the purposes of drilling and producing water wells, disposing of salt water, injecting substances in connection with secondary recovery procedures, building roads, with the right, liberty, privilege in, upon, under and across the demised premises, to lay down, construct, maintain, operate, inspect, remove, replace, reconstruct and repair, storage tanks, pipes, pipelines, treating, compressing and processing units, buildings, plant and equipment, machinery, structures and other related appurtenances and such other things as the Lessee may deem necessary or incidental for use in connection with any of the Lessee's operations aforesaid, whether on the said lands alone, or thereon in conjunction with neighboring or any other lands:

PAYMENT IN THE FIRST YEAR BY LESSEE

- (a) for the first year the sum of **Six Hundred and Five Dollars (\$605.00)** (the receipt of which sum is hereby acknowledged).

PAYABLE IN SUBSEQUENT YEARS BY LESSEE

- (b) for each subsequent year the sum of **Six Hundred and Five Dollars (\$605.00)**, payable annually in advance on or before the anniversary of the date hereof in each year during the term hereof.

ADJUSTMENT OF RENT BY LESSEE

- (c) 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 thereafter. 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.

2. The Lessor hereby covenants and agrees with the Lessee as follows:

TAXES, ETC., PAYABLE BY LESSOR

- (a) The Lessor shall pay promptly and satisfy all taxes, rates and assessments that may be assessed or levied against the said lands during the continuance of this Lease.

QUIET ENJOYMENT BY LESSEE

- (b) The Lessee shall have quiet enjoyment of the demised premises and the rights and privileges hereby granted during the term of this Lease and any extension or renewal thereof.

3. The Lessee hereby covenants and agrees with the Lessor as follows:

PAYMENT OF RENT BY LESSEE

- (a) The Lessee shall pay the rent for the first year as hereinbefore agreed and shall pay yearly in advance the rent herein set forth for each subsequent year of the term of this Lease; provided, however, that the Lessee's right to surrender the demised premises, as hereinafter set forth, shall not be diminished.

CANCELLATION IN CASE OF DEFAULT

- (b) If the Lessee defaults in the payment of any sum payable hereunder or in the performance of any covenant, promise or undertaking herein contained on the part of the Lessee, this Lease shall be terminated at the expiration of forty-five (45) days after a written notice to that effect has been given to the Lessee by registered mail addressed to the Lessee's address herein provided, unless the Lessee has in the meantime remedied such default or breach of covenant, promise or undertaking but remedying such default shall not prejudice any other right or remedy to which the Lessor is otherwise entitled under this Lease.

DESTRUCTION OF WEEDS

- (c) The Lessee shall take all necessary precautions to keep down and destroy all noxious weeds on the demised premises. At the termination of the use and occupation of the demised premises as hereinafter provided or upon the discontinuance of the use of any portion thereof for the purposes hereunder the Lessee shall deliver up the demised premises or portion thereof, as the case may be, in the same condition as far as may be reasonably practicable to do so as that existing immediately prior to entry thereon for the use thereof by the Lessee.

ABANDONMENT AND RESTORATION

- (d) Upon the abandonment and the cessation of operations by the Lessee on the demised premises, and upon the surrender of this Lease as herein provided, the Lessee shall restore the surface thereof to the same condition, so far as may be practicable, as existed before the entry thereon and use thereof by the Lessee.

CONSTRUCTION OF DITCHES AND APPROACHES WHERE REQUIRED

- (e) The Lessee shall construct the roadway with shallow ditches where required and, if necessary, with reasonable number of approaches for the Lessor in order that the Lessor may cross the roadway with farm machinery in moving from one field in the said lands to another field that lies across the roadway.

REPLACEMENT AND REPAIR OF FENCES, GUARDS, GATES

- (f) In the use of the rights and privileges hereby granted, the Lessee shall replace all fences that he has removed for his purposes and repair all fences he has damaged and, if so required by the Lessor, provide proper livestock guards or gates at any point of entrance of the demised premises used by him, and if gates are installed, shall cause the same to be closed upon his use thereof.

TAXES, ETC., PAYABLE BY LESSEE

- (g) The Lessee shall pay all taxes, rates and assessments that may be assessed or levied in respect of machinery, equipment, structures or works placed by the Lessee in, on or under the demised premises.

COMPENSATION FOR DAMAGE

- (h) The Lessee shall pay compensation for damage done by the Lessee to growing crops, fences and buildings or other improvements of the Lessor upon the said lands.

INDEMNITY AGAINST ACTIONS, CLAIMS, ETC.

- (i) The Lessee shall indemnify and save harmless the Lessor of, from and against all actions, suits, claims and demands by any person in respect of any loss, injury, damage or obligation arising out of or connected with the operations carried on by the Lessee, his servants or agents in, under or upon the said demised premises.

4. The Lessor and the Lessee do hereby mutually covenant and agree each with the other as follows:

RENEWAL

- (a) That at the expiration of the term of Ten (10) years hereinbefore mentioned, unless the Lessee shall give written notice to the Lessor of its desire not to renew this Lease, the same shall automatically be renewed as to that part of the demised premises then held by the Lessee, together with the rights and privileges hereunder, and the term extended for a further period of Ten (10) years at the rental then being paid as hereinbefore provided. Such extended term shall be subject to all the provisions hereof excluding this provision for renewal; provided, further, that if the Lessee has complied with the provisions of the Planning Act by obtaining any required consents from the local Land Division Committee or Committee of Adjustment pursuant to sub-clause 4(g) herein, then such extended term and each succeeding term thereafter shall be subject to all the provisions hereof including this provision for renewal.

RIGHT OF SURRENDER AND REMOVAL OF EQUIPMENT BY LESSEE

- (b) 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; provided that the area to be surrendered has been properly reclaimed in accordance with applicable laws and regulations. Upon any such surrender the rental as provided for in sub-clause 1(b) shall be reduced proportionately. And further provided, the Lessee shall have the right at any time, upon forty-five (45) days notice to that effect to the Lessor, to cease the use and occupation of the demised premises and in the event of the Lessee so doing, this Lease shall terminate at the next succeeding anniversary date and the Lessee shall have the right, within the balance of the rent year to remove or cause to be removed from the demised premises all structures, material and equipment of whatsoever nature or kind that the Lessee may have placed on or in the demised premises, and the Lessee shall not be required to tender any further payments of rent as hereinbefore set forth.

DISCHARGE OF ENCUMBRANCES BY LESSEE AND REIMBURSEMENT

- (c) The Lessee shall have the option to pay or discharge any balance owing under any agreement of sale, any tax, charge, lien or encumbrance of any kind or nature whatsoever that may now or hereafter exist on or against or in any way affect the demised premises and in that event the Lessee shall be subrogated to the rights of the holder or holders of such encumbrance and shall have, in addition thereto, the option to be reimbursed by applying to the amount so paid the rent or other sums accruing to the Lessor under the terms of this Lease.

RIGHT TO ASSIGN BY LESSEE

- (d) 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.

NOTIFICATION OF CHANGE OF OWNERSHIP

- (e) In the event of the Lessor disposing of the said lands or the Lessee disposing of its interests in the said lands as provided for in this Lease, the party disposing of its interest shall give the other party notice of such change and the name and address of the new Lessor or Lessee as the case may be.

MANNER OF MAKING PAYMENTS

- (f) Any rent or payment required to be made to the Lessor by the Lessee under this Lease may be made by sending a cheque or draft for the same by prepaid mail payable at par to **Harold Whittle and Marilyn Blanche Whittle c/o The Toronto Dominion Bank at 274 Erie Street South, P.O. Box 129, Leamington ON N8H 3W1** or in such other place as the Lessor may designate from time to time, the sum thereof on or before the date such rent or other payment becomes due.

FURTHER ASSURANCES

- (g) The Lessor and the Lessee hereby agree that they will each do and perform all such acts and things and execute all such deeds, documents and writings and give all such assurances as may be necessary to give effect to this Lease. If compliance with the provisions of the Planning Act should be required, in the sole discretion of the Lessee, then the Lessor hereby appoints the Lessee or its authorized agents or servants to execute such consents or authorizations as may be necessary for the Lessee to obtain any required consents from the local Land Division Committee or Committee of Adjustment and agrees to co-operate in any such applications for consent.

NOTICES BY LESSOR AND LESSEE

- (h) All notices to be given hereunder may be given by letter delivered or mailed by prepaid post and addressed to the Lessor at **531 County Road 18, RR 2 Leamington ON N8H 3V5** to the Lessee c/o of Elexco Ltd., Suite 201, 555 Southdale Road East, London, ON N6E 1A2, or such other address as either party from time to time may appoint in writing, and every such notice so mailed shall be deemed to be given and received by the addressee forty-eight (48) hours after such mailing.

TIME OF ESSENCE

5. Time shall be in every respect of the essence of this Lease.

ONTARIO LAW TO APPLY

6. This Lease shall for all purposes be construed according to the laws of Ontario.

MEANING OF "LESSOR" AND "LESSEE"

7. The terms "Lessor" and "Lessee" and reference thereto herein shall include the executors, administrators, (successors in the case of a corporation) and assigns of the Lessor and Lessee respectively and the terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (neuter in the case of a corporation) gender, when the context so requires, all covenants shall be construed as being joint and several.

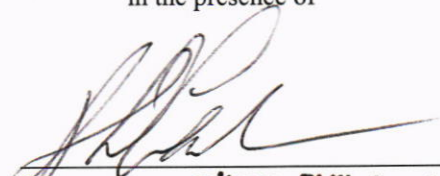
8. We, **n/a and n/a**, being spouses within the meaning of *the Family Law Act, R.S.O. 1990 c. F.3, as amended*, do hereby consent to the transaction evidenced by this Instrument and the registration of same on the title to the lands hereinbefore described.

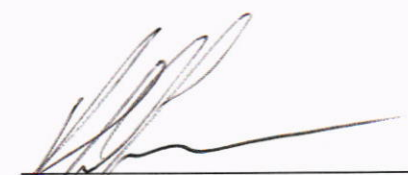
9. And **HAROLD MURRAY WHITTLE and MARILYN BLANCHE WHITTLE**, a Mortgagee of the said lands does hereby consent to the grant of the rights and privileges granted hereunder and agrees that the within Instrument shall have the same validity, priority and effect as if executed, delivered and recorded prior to the date of the execution of the Mortgage/Charge Number **1318133** registered on the **22nd** day of **August, 1995**.

TALISMAN ENERGY INC., the above mentioned Lessee, does hereby accept this Lease of the demised premises as provided for in this Lease to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants above set forth.

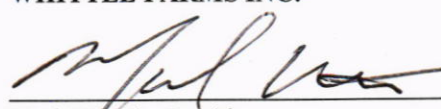
IN WITNESS WHEREOF the Lessor and the Lessee have executed and delivered this Lease as of the day and year first above written.

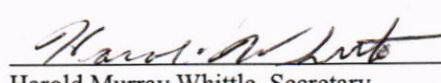
SIGNED, SEALED AND DELIVERED
in the presence of

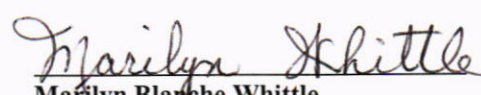

Witness **witness - Philip Larade**


Witness **witness - Philip Larade**

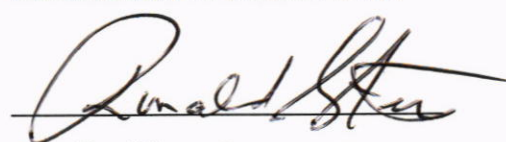
LESSOR
WHITTLE FARMS INC.


Mark Whittle, President


Harold Murray Whittle, Secretary
"We have the authority to bind the Corporation."


Marilyn Blanche Whittle

LESSEE
TALISMAN ENERGY INC.


Ron Stinson, Senior Landman
"I have the authority to bind the Corporation."

AND the Mortgagee in Mortgage/Charge Number 1318133, registered on August 22, 1995, in consideration of the sum of Two Dollars (\$2.00) the receipt of which hereof is hereby acknowledged, joins herein for the purpose of consenting to the rights under the Surface Lease hereto attached and the complete enjoyment thereof by the Lessee and agrees to be bound by the provisions hereof to the extent that the Mortgagee's interest in the Lessor's lands shall be treated as being subsequent to the Lessee's interest granted by the Surface Lease.

The Mortgagee certifies that the Mortgagee is at least eighteen years of age and that we are spouses of one another.

Date of Signature

Y M D

Harold Murray Whittle

2002 03 06

per: HAROLD MURRAY WHITTLE

Marilyn Blanche Whittle

2002 03 06

per: MARILYN BLANCHE WHITTLE

Philip Larade

Witness **witness - Philip Larade**

SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the Municipality of Leamington, formerly in the Township of Mersea, in the County of Essex, and Province of Ontario, being composed of:

That part of Lot 5, in the Fourth Concession, which may be more particularly described as follows:

BEARINGS are referred to Reference Plan 12R-13655.

COMMENCING at a point in the Northerly limit of the Road Allowance between Concession 3 and Concession 4, distant 303.4 feet measured on a course of South 87 degrees 24 minutes 00 seconds East, therealong from the Southwesterly angle of Lot 5;

THENCE North 02 degrees 36 minutes 00 seconds East, a distance of 285.00 feet to a point;

THENCE South 87 degrees 24 minutes 00 seconds East, a distance of 185.00 feet to a point;

THENCE South 02 degrees 36 minutes 00 seconds West, a distance of 285.00 feet to a point;

THENCE North 87 degrees 24 minutes 00 seconds West, a distance of 185.00 feet to the point of commencement

Refer to all instructions on reverse side.
IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) In the Municipality of Leamington, formerly the Township of Mersea, in the County of Essex, being part of Lot 5, in the Fourth Concession, now designated as Part 2 on Reference Plan 12R-13655. Now known as P.I.N. 01471-0005.

BY (print names of all transferors in full) WHITTLE FARMS INC.
MARILYN BLANCHE WHITTLE
TO (see instruction 1 and print names of all transferees in full) TALISMAN ENERGY INC.
I, (see instruction 2 and print name(s) in full) JOHN L. NORMAN

MAKE OATH AND SAY THAT:

1. I am (place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s)): (see instruction 2)
- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
 - (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
 - (c) A transferee named in the above-described conveyance;
 - (d) The authorized agent of ~~XXXXXX~~ acting in this transaction for (insert name(s) of principal(s)) TALISMAN ENERGY INC.

described in paragraph(s) ~~(a), (b), (c)~~ above; (strike out references to inapplicable paragraphs)

- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for (insert name(s) of corporation(s)) _____

described in paragraph(s) (a), (b), (c) above; (strike out references to inapplicable paragraphs)

- (f) A transferee described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and on behalf of (insert name of spouse) _____ who is my spouse described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and as such, I have personal knowledge of the facts herein deposed to.

2. (To be completed where the value of the consideration for the conveyance exceeds \$400,000).

- I have read and considered the definition of "single family residence" set out in clause 1(1)(ja) of the Act. The land conveyed in the above-described conveyance
- contains at least one and not more than two single family residences. **Note: Clause 2(1)(d) imposes an additional tax at the rate of one-half of one per cent upon the value of consideration in excess of \$400,000 where the conveyance contains at least one and not more than two single family residences.**
 - does not contain a single family residence.
 - contains more than two single family residences. (see instruction 3)

3. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act and each of the following persons to whom or in trust for whom the land is being conveyed in the above-described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act. (see instructions 4 and 5) _____

4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

(a) Monies paid or to be paid in cash	\$	<u>605.00</u>		
(b) Mortgages (i) Assumed (show principal and interest to be credited against purchase price)	\$	<u>Nil</u>	} All Blanks Must Be Filled In. Insert "Nil" Where Applicable	
(ii) Given back to vendor	\$	<u>Nil</u>		
(c) Property transferred in exchange (detail below)	\$	<u>Nil</u>		
(d) Securities transferred to the value of (detail below)	\$	<u>Nil</u>		
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$	<u>Nil</u>		
(f) Other valuable consideration subject to land transfer tax (detail below)	\$	<u>Nil</u>		
(g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f))	\$	<u>605.00</u>	\$	<u>605.00</u>
(h) VALUE OF ALL CHATTELS - items of tangible personal property (Retail Sales Tax is payable on the value of all chattels unless exempt under the provisions of the "Retail Sales Tax Act", R.S.O. 1980, c.454, as amended)	\$	<u>Nil</u>	\$	<u>Nil</u>
(i) Other consideration for transaction not included in (g) or (h) above	\$	<u>Nil</u>	\$	<u>605.00</u>
(j) TOTAL CONSIDERATION	\$	<u>605.00</u>	\$	<u>605.00</u>

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 6) Not Applicable

6. If the consideration is nominal, is the land subject to any encumbrance? Undetermined

7. Other remarks and explanations, if necessary. The attached lease is for an unexpired term of less than 50 years and an exemption is claimed pursuant to Section 1(6) of the Land Transfer Tax Act, R.S.O., 1990.

Sworn before me at the City of London
in the County of Middlesex
this 2ND day of MAY 2002

A Commissioner for taking Affidavits, etc. _____ signature(s)

Property Information Record
A. Describe nature of instrument: Surface Lease
B. (i) Address of property being conveyed (if available) Not Applicable
(ii) Assessment Roll No. (if available) Not Applicable
C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7) Not Applicable
D. (i) Registration number for last conveyance of property being conveyed (if available) Not Applicable
(ii) Legal description of property conveyed: Same as in D.(i) above. Yes No Not known
E. Name(s) and address(es) of each transferee's solicitor Not Applicable

For Land Registry Office Use Only	
Registration No.	
Registration Date	Land Registry Office No.

School Tax Support (Voluntary Election) See reverse for explanation
(a) Are all individual transferees Roman Catholic? Yes No
(b) If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters? Yes No
(c) Do all individual transferees have French Language Education Rights? Yes No
(d) If Yes, do all individual transferees wish to support the French Language School Board (where established)? Yes No
NOTE: As to (c) and (d) the land being transferred will be assigned to the French Public School Board or Sector unless otherwise directed in (a) and (b). 0449D (90-09)
SoftDocs is a registered trade mark of StyleUs Corporation, Toronto, Canada. LTTA Form 1 8/1992

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd

Page 1 of 8

Properties

PIN 75094 - 0174 LT
Description PT LT 5 CON 4 MERSEA PT 2 12R13655; S/T R1317594, R1391473; S/T RESERVATION IN R1318132; S/T R421091; S/T CE7075; LEAMINGTON
Address 533 COUNTY RD 18
 LEAMINGTON

Consideration

Consideration \$ 0.00

Party From(s)

Name WHITTLE FARMS INC.
Address for Service 1426 Mersea Road 5
 Leamington, ON
 N8H 3V6

I, WHITTLE, Mark, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Party To(s)**Capacity****Share**

Name DUNDEE OIL AND GAS LIMITED
Address for Service Unit B - 1030 Adelaide St. S.
 London, ON
 N6E 1R6

Statements

The following is the complete lease See Schedules

Signed By

Christopher Bruce Elliott 45 Main Street E acting for Signed 2014 11 07
 Grand Bend
 Party From(s)
 NOM ITO

Tel 5192382199

Fax 5192385263

I have the authority to sign and register the document on behalf of the Party From(s).

Submitted By

ELS AND COMPANY INC 45 Main Street E 2014 11 07
 Grand Bend
 NOM ITO

Tel 5192382199

Fax 5192385263

Fees/Taxes/Payment

Statutory Registration Fee \$60.00

Provincial Land Transfer Tax \$0.00

Total Paid \$60.00

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd

File Number

Party To Client File Number :

40123T3237

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 75094 - 0174 PT LT 5 CON 4 MERSEA PT 2 12R13655; S/T R1317594, R1391473; S/T RESERVATION IN R1318132; S/T R421091; S/T CE7075; LEAMINGTON

BY: WHITTLE FARMS INC.

TO: DUNDEE OIL AND GAS LIMITED

%(all PINs)

1. C. BRUCE ELLIOTT

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for DUNDEE OIL AND GAS LIMITED described in paragraph(s) (D) above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for _____ described in paragraph(s) () above.
- (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposited to.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	525.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	0.00
(ii) Given Back to Vendor	0.00
(c) Property transferred in exchange (detail below)	0.00
(d) Fair market value of the land(s)	0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	525.00
(h) VALUE OF ALL CHATTELS - items of tangible personal property	0.00
(i) Other considerations for transaction not included in (g) or (h) above	0.00
(j) Total consideration	525.00

6. Other remarks and explanations, if necessary.

1. This conveyance is of mineral rights only or is the transfer of a surface rights option and is therefore not subject to tax pursuant to Regulation 703 RRO 1990.

PROPERTY Information Record

- A. Nature of Instrument: Notice Of Lease
LRO 12 Registration No. CE635333 Date: 2014/11/07
- B. Property(s): PIN 75094 - 0174 Address 533 COUNTY RD 18 Assessment 3704250 - 00000300
LEAMINGTON Roll No
- C. Address for Service: Unit B - 1030 Adelaide St. S.
London, ON
N6E 1R6
- D. (i) Last Conveyance(s): PIN 75094 - 0174 Registration No. CE7075
(ii) Legal Description for Property Conveyed : Same as in last conveyance? Yes No Not known
- E. Tax Statements Prepared By: Christopher Bruce Elliott
45 Main Street E
Grand Bend NOM ITO

SURFACE LEASETHIS LEASE made this 1st day of October, A.D., 2014.

BETWEEN:

WHITTLE FARMS INC., in the Township of Mersea, in the County of Essex, Province of Ontario,(hereinafter called the "Lessor")
OF THE FIRST PART

- and -

DUNDEE OIL AND GAS LIMITED, a company incorporated pursuant to the laws of the Province of Ontario(hereinafter called the "Lessee")
OF THE SECOND PART

- and -

_____,
(hereinafter called the "Mortgagee")
OF THE THIRD PART

WHEREAS the Lessor is the registered owner (or is entitled to become registered as owner under an agreement for sale or unregistered transfer or otherwise), of an estate in fee simple, subject however to any mortgages and encumbrances registered there against, of and in that certain parcel of land, situate, lying and being in the Township of Mersea, in the County of Essex, Province of Ontario, and described as follows:

PT LT 5 CON 4 MERSEA PT 2 12R13655, R1391473; S/T RESERVATION IN R1318132; S/T CE7075;
LEAMINGTON
Now Known as P.I.N.75094-0174

containing 100 acres, more or less, (hereinafter called the "said lands");

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

NOW THEREFORE THIS LEASE WITNESSETH:

DEMISED PREMISES:

1. The Lessor for the purposes and at the rent hereinafter set forth does hereby lease unto the Lessee all and singular those parts of the said lands more particularly described in Sketch "A" attached hereto, hereinafter called the "demised premises", being 1.050 acres, more or less, to be held by the Lessee as tenant for the term of Ten (10) years, from the date hereof, subject to renewal as hereinafter provided, for the purposes of exploring for, drilling, operating and producing petroleum, natural gas and other wells thereon, storing, treating, processing, removing and transporting petroleum, natural gas and related hydrocarbons wherever produced, and generally for any and all purposes and uses as may be deemed by the Lessee to be necessary or useful in connection with its drilling, producing, treating and storing operations; and further, and without derogating from the generality of the foregoing, for the purposes of drilling and producing water wells, disposing of salt water, injecting substances in connection with secondary recovery procedures, building roads, with the right, liberty, privilege in, upon, under and across the demised premises, to lay down, construct, maintain, operate, inspect, remove, replace, reconstruct and repair, storage tanks, pipes, pipelines, treating, compressing and processing units, buildings, plant and equipment, machinery, structures and other related appurtenances and such other things as the Lessee may deem necessary or incidental for use in connection with any of the Lessee's operations aforesaid, whether on the said lands alone, or thereon in conjunction with neighboring or any other lands:

PAYMENT IN THE FIRST YEAR BY LESSEE(a) for the first year the sum of TWO THOUSAND Dollars (\$ 2000.00) (the receipt of which sum is hereby acknowledged).**PAYABLE IN SUBSEQUENT YEARS BY LESSEE**(b) for each subsequent year the sum of FIVE HUNDRED AND TWENTY FIVE Dollars (\$ 525.00) payable annually in advance on or before the anniversary of the date hereof in each year during the term hereof.**ADJUSTMENT OF RENT BY LESSEE**

(c) 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 thereafter. 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.

2. The Lessor hereby covenants and agrees with the Lessee as follows:

TAXES, ETC., PAYABLE BY LESSOR

- (a) The Lessor shall pay promptly and satisfy all taxes, rates and assessments that may be assessed or levied against the said lands during the continuance of this Lease.

QUIET ENJOYMENT BY LESSEE

- (b) The Lessee shall have quiet enjoyment of the demised premises and the rights and privileges hereby granted during the term of this Lease and any extension or renewal thereof.

3. The Lessee hereby covenants and agrees with the Lessor as follows:

PAYMENT OF RENT BY LESSEE

- (a) The Lessee shall pay the rent for the first year as hereinbefore agreed and shall pay yearly in advance the rent herein set forth for each subsequent year of the term of this Lease; provided, however, that the Lessee's right to surrender the demised premises, as hereinafter set forth, shall not be diminished.

CANCELLATION IN CASE OF DEFAULT

- (b) If the Lessee defaults in the payment of any sum payable hereunder or in the performance of any covenant, promise or undertaking herein contained on the part of the Lessee, this Lease shall be terminated at the expiration of forty-five (45) days after a written notice to that effect has been given to the Lessee by registered mail addressed to the Lessee's address herein provided, unless the Lessee has in the meantime remedied such default or breach of covenant, promise or undertaking but remedying such default shall not prejudice any other right or remedy to which the Lessor is otherwise entitled under this Lease.

DESTRUCTION OF WEEDS

- (c) The Lessee shall take all necessary precautions to keep down and destroy all noxious weeds on the demised premises. At the termination of the use and occupation of the demised premises as hereinafter provided or upon the discontinuance of the use of any portion thereof for the purposes hereunder the Lessee shall deliver up the demised premises or portion thereof, as the case may be, in the same condition as far as may be reasonably practicable to do so as that existing immediately prior to entry thereon for the use thereof by the Lessee.

ABANDONMENT AND RESTORATION

- (d) Upon the abandonment and the cessation of operations by the Lessee on the demised premises, and upon the surrender of this Lease as herein provided, the Lessee shall restore the surface thereof to the same condition, so far as may be practicable, as existed before the entry thereon and use thereof by the Lessee.

CONSTRUCTION OF DITCHES AND APPROACHES WHERE REQUIRED

- (e) The Lessee shall construct the roadway with shallow ditches where required and, if necessary, with reasonable number of approaches for the Lessor in order that the Lessor may cross the roadway with farm machinery in moving from one field in the said lands to another field that lies across the roadway.

REPLACEMENT AND REPAIR OF FENCES, GUARDS, GATES

- (f) In the use of the rights and privileges hereby granted, the Lessee shall replace all fences that he has removed for his purposes and repair all fences he has damaged and, if so required by the Lessor, provide proper livestock guards or gates at any point of entrance of the demised premises used by him, and if gates are installed, shall cause the same to be closed upon his use thereof.

TAXES, ETC., PAYABLE BY LESSEE

- (g) The Lessee shall pay all taxes, rates and assessments that may be assessed or levied in respect of machinery, equipment, structures or works placed by the Lessee in, on or under the demised premises.

COMPENSATION FOR DAMAGE

- (h) The Lessee shall pay compensation for damage done by the Lessee to growing crops, fences and buildings or other improvements of the Lessor upon the said lands.

INDEMNITY AGAINST ACTIONS, CLAIMS, ETC.

- (i) The Lessee shall indemnify and save harmless the Lessor of, from and against all actions, suits, claims and demands by any person in respect of any loss, injury, damage or obligation arising out of or connected with the operations carried on by the Lessee, his servants or agents in, under or upon the said demised premises.

rehab

4. The Lessor and the Lessee do hereby mutually covenant and agree each with the other as follows:

RENEWAL

- (a) That at the expiration of the term of Ten (10) years hereinbefore mentioned, unless the Lessee shall give written notice to the Lessor of its desire not to renew this Lease, the same shall automatically be renewed as to that part of the demised premises then held by the Lessee, together with the rights and privileges hereunder, and the term extended for a further period of Ten (10) years at the rental then being paid as hereinbefore provided. Such extended term shall be subject to all the provisions hereof excluding this provision for renewal; provided, further, that if the Lessee has complied with the provisions of the Planning Act by obtaining any required consents from the local Land Division Committee or Committee of Adjustment pursuant to sub-clause 4(g) herein, then such extended term and each succeeding term thereafter shall be subject to all the provisions hereof including this provision for renewal.

RIGHT OF SURRENDER AND REMOVAL OF EQUIPMENT BY LESSEE

- (b) 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; provided that the area to be surrendered has been properly reclaimed in accordance with applicable laws and regulations. Upon any such surrender the rental as provided for in sub-clause 1(b) shall be reduced proportionately. And further provided, the Lessee shall have the right at any time, upon forty-five (45) days notice to that effect to the Lessor, to cease the use and occupation of the demised premises and in the event of the Lessee so doing, this Lease shall terminate at the next succeeding anniversary date and the Lessee shall have the right, within the balance of the rent year to remove or cause to be removed from the demised premises all structures, material and equipment of whatsoever nature or kind that the Lessee may have placed on or in the demised premises, and the Lessee shall not be required to tender any further payments of rent as hereinbefore set forth.

DISCHARGE OF ENCUMBRANCES BY LESSEE AND REIMBURSEMENT

- (c) The Lessee shall have the option to pay or discharge any balance owing under any agreement of sale, any tax, charge, lien or encumbrance of any kind or nature whatsoever that may now or hereafter exist on or against or in any way affect the demised premises and in that event the Lessee shall be subrogated to the rights of the holder or holders of such encumbrance and shall have, in addition thereto, the option to be reimbursed by applying to the amount so paid the rent or other sums accruing to the Lessor under the terms of this Lease.

RIGHT TO ASSIGN BY LESSEE

- (d) 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.

NOTIFICATION OF CHANGE OF OWNERSHIP

- (e) In the event of the Lessor disposing of the said lands or the Lessee disposing of its interests in the said lands as provided for in this Lease, the party disposing of its interest shall give the other party notice of such change and the name and address of the new Lessor or Lessee as the case may be.

MANNER OF MAKING PAYMENTS

- (f) (1) All payments to the Lessor provided for in this Lease shall, at the Lessee's option, be paid or tendered either to the Lessor or to the depository named in this clause, and all such payments or tenders may be made by cheque or draft of the Lessee either mailed or delivered to the Lessor or to said depository, or paid by electronic deposit to the depository which payment shall be made in Canadian funds. If payment is made by the Lessee to the depository, the Lessor does hereby

Appoint **Blanche Marilyn WHITTLE**

531 County Road 18, RR 2, Leamington, Ontario N8H 3V5

as the sole depository for the receipt of all monies payable under this Lease, and the Lessor agrees that said depository and its successors shall be and continue as its agent for the receipt of any and all sums payable hereunder, regardless of changes of ownership (whether by assignment, succession or otherwise and whether in whole or in part) of the said lands or of the consideration payable hereunder or rentals to accrue hereunder. In the event the Lessor elects to be paid by electronic deposit, then the Lessor shall provide a voided cheque and written direction to the Lessee instructing it to make payments to the depository, such written direction to include the depository's name, address, account number and be in a form acceptable to the Lessee acting reasonably. Any payment mailed to the Lessor or to the depository shall be deemed to have been paid 4 days (excluding Saturdays, Sundays and statutory holidays) after deposit in any mail box or post office.

- (2) The Lessor may not cancel the appointment of a depository without designating a successor but may at any time designate a new depository by providing a written direction to the Lessee instructing it to make payments to the new depository. Subject to the Lessee's approval, in the event the Lessor elects to be paid by electronic deposit then the Lessor shall provide to the Lessee in addition to the written direction, a voided cheque. In such cases the direction shall include the depository's name, address, account number and be in a form acceptable to the Lessee acting reasonably; provided that:

- (i) only a bank, trust company, credit union, or treasury branch in Canada may be designated as a depository,
 - (ii) only one depository shall be designated at any one time, regardless of whether or not any monies payable hereunder are, or become, payable to more than one person, and
 - (iii) the Lessee shall not be required to recognize any new depository until the expiration of 45 days from the receipt by it of the notice in writing, but this shall not prohibit the Lessee from making payment to the new depository prior to the expiration of the 45-day period. All payments or tenders made to such new depository shall be deemed to have been made in accordance with the terms of this Lease.
- (3) If any depository shall at any time resign, or fail or refuse to act as the depository hereunder and a new depository is not designated by the Lessor pursuant to the terms of this clause within 10 days from such resignation, failure or refusal to act then the Lessee at its option may designate a depository for and on behalf of the Lessor, which depository shall be entitled to charge its usual fees and collect same from the Lessor, and said depository shall be the depository to all intents and purposes as if originally appointed by the Lessor.
- (4) Should the Lessor be a non-resident of Canada, the Lessor acknowledges and agrees that the Lessee may deduct income, withholding or other taxes from any payment to the Lessor in compliance or intended compliance with the provisions of the *Income Tax Act*, tax agreements or treaties or other statutes of Canada or its Provinces as are from time to time enacted and amended, whereupon the timely remittance by the Lessee of the balance of the payment to the Lessor shall be deemed to constitute full performance by the Lessee in respect of such payment.

FURTHER ASSURANCES

- (g) The Lessor and the Lessee hereby agree that they will each do and perform all such acts and things and execute all such deeds, documents and writings and give all such assurances as may be necessary to give effect to this Lease. If compliance with the provisions of the Planning Act should be required, in the sole discretion of the Lessee, then the Lessor hereby appoints the Lessee or its authorized agents or servants to execute such consents or authorizations as may be necessary for the Lessee to obtain any required consents from the local Land Division Committee or Committee of Adjustment and agrees to co-operate in any such applications for consent.

NOTICES BY LESSOR AND LESSEE

- (h) All notices to be given hereunder may be given by letter delivered or mailed by prepaid post and addressed to the Lessor at **531 County Road 18, RR 2, Leamington, Ontario N8H 3V5** to the Lessee c/o ELS AND COMPANY INC., PO Box 969, 45 Main Street E., Grand Bend, ON N0M 1T0, or such other address as either party from time to time may appoint in writing, and every such notice so mailed shall be deemed to be given and received by the addressee forty-eight (48) hours after such mailing.

TIME OF ESSENCE

5. Time shall be in every respect of the essence of this Lease.

ONTARIO LAW TO APPLY

6. This Lease shall for all purposes be construed according to the laws of Ontario.

MEANING OF "LESSOR" AND "LESSEE"

7. The terms "Lessor" and "Lessee" and reference thereto herein shall include the executors, administrators, (successors in the case of a corporation) and assigns of the Lessor and Lessee respectively and the terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (neuter in the case of a corporation) gender, when the context so requires, all covenants shall be construed as being joint and several.

FAMILY LAW ACT

8. We, _____ and _____, being spouses within the meaning of *the Family Law Act, R.S.O. 1990 c. F.3, as amended*, do hereby consent to the transaction evidenced by this Instrument and the registration of same on the title to the lands hereinbefore described.

MORTGAGEE CONSENT

9. And _____ a Mortgagee of the said lands, does hereby consent to the grant of the rights and privileges granted hereunder and agrees that the within Instrument shall have the same validity, priority and effect as if executed, delivered and recorded prior to the date of the execution of the Mortgage/Charge Number _____ registered on the _____ day of _____.

DUNDEE OIL AND GAS LIMITED, the above mentioned Lessee, does hereby accept this Lease of the demised premises as provided for in this Lease to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants above set forth.

IN WITNESS WHEREOF the Lessor and the Lessee have executed and delivered this Lease as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of

LESSOR

WHITTLE FARMS INC.


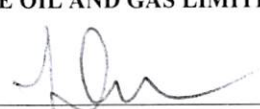


Adam Guenther

Witness



Name: ~~Marilyn Blanche WHITTLE~~ Mark Whittle
Title: PRESIDENT WHITTLE FARMS INC

I/We have the authority to bind the Corporation.

LESSEE	
DUNDEE OIL AND GAS LIMITED	DUNDEE OIL AND GAS LIMITED
Per  Bruce Sherley Jaffar Khan President VP, Dundee Oil and Gas Limited	Per  Lillian Mance Assistant Corporate Secretary
I/WE HAVE AUTHORITY TO BIND THE CORPORATION	
	 Agent's Initials

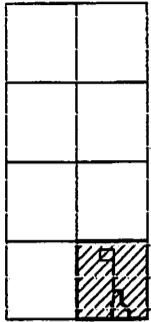
SKETCH "A"

PAGE 6 OF 16

SHOWING
PART OF LOT 5, CONCESSION IV,
TOWNSHIP OF MERSEA, COUNTY OF ESSEX

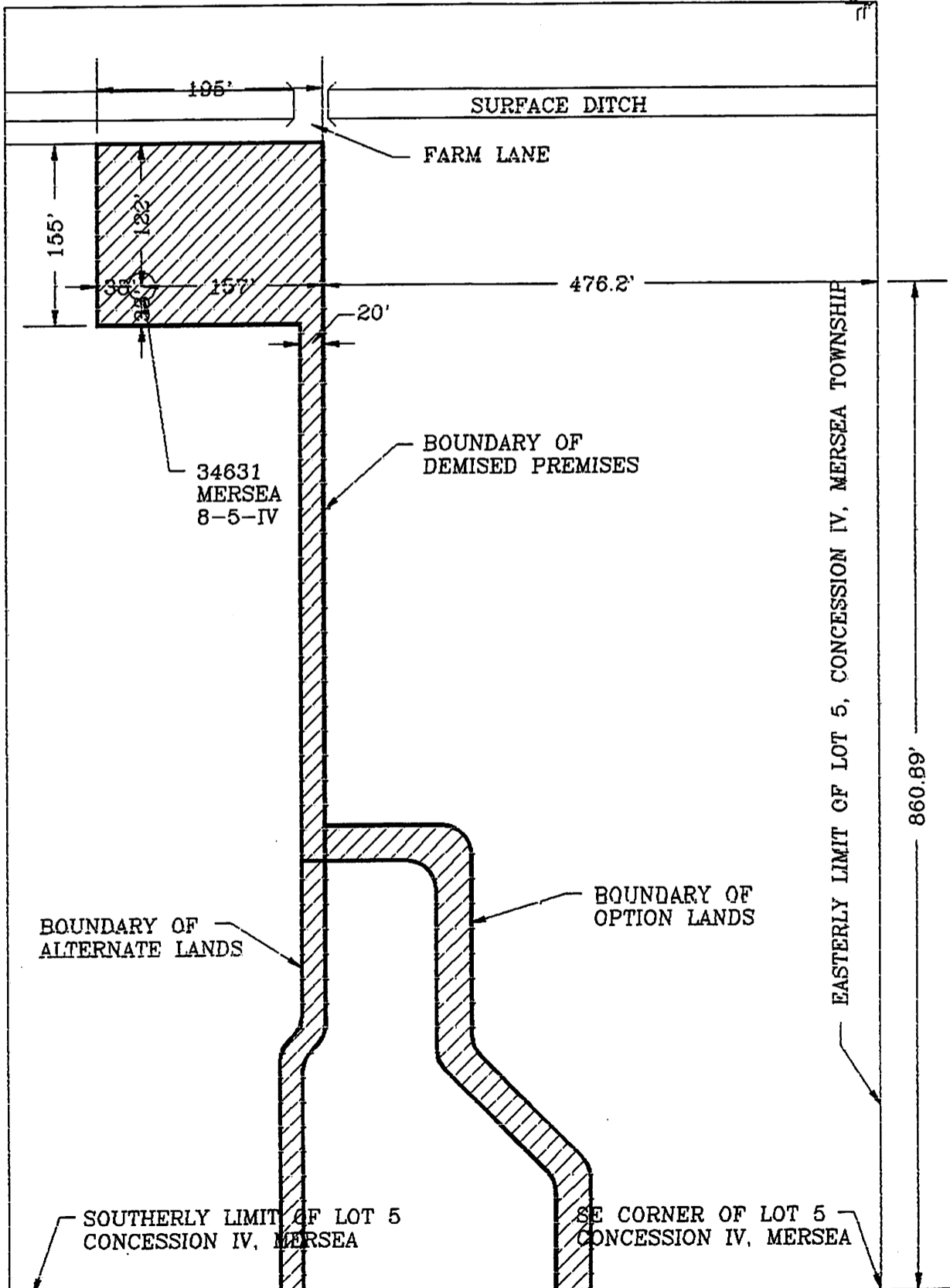
WELL NO. 34631
MERSEA 8-5-IV

NOTE:
TOTAL ACREAGE UNDER LEASE: 1.05 ACRES



200 ACRE LOT

NORTHERLY LIMIT OF THE SOUTH HALF OF THE SOUTH HALF
OF LOT 5, CONCESSION IV, TOWNSHIP OF MERSEA, COUNTY OF ESSEX



ROAD ALLOWANCE BETWEEN CONCESSION III & IV, MERSEA TOWNSHIP

Appendix “C”

May 14, 2018

Court File No. CV-18-591908-00CL – Notice of Sale Approval , Dundee Oil and Gas Limited

Attn: Monitor FTI Consulting Canada Inc.

Regarding the above proceeding I formally request the court be made fully aware of the contents of the letter below. I am unable to attend the proceedings in person due to previous business commitments and therefore am requesting an audio conference bridge be made available so I may participate from an international location. Please confirm receipt of this letter and the fore mentioned request.

I object to the proposed assignment of the Oil and Gas Leases associated with Whittle Farms Inc./Marilyn Whittle to Lagasco Inc.

Circa 25 years ago when my father and I were first engaged with the Oil and Gas industry it was by our choice. We were able to research, review and understand our potential business partner before agreeing to any business relationship. In the current circumstances we are being forced into business with a company that has no public accountability as they are privately held and for which we know nothing about their landowner relations. In addition, there is a high probability that the circumstances that led to the demise of Dundee Energy will recur with Lagasco Inc. Lagasco Inc is a highly leveraged "mom and pop" oil and gas company who has a low probability of surviving in a global oil context.

The fore mentioned is based on the fact there is a relationship between Lagasco Inc. and Tribute Resources given Jane Lowrie is listed as the contact for Lagasco Inc regarding these proceedings and she is also listed as the President & CEO of Tribute Resources. It should be noted that as of the last full fiscal year Tribute Resources had a financial operating deficit of \$1.9 million CDN, a loss in the previous fiscal year and is in an overall negative equity position. As per the most recent audited financial statements section 10. Term Loan, **Tribute Resources is in violation of its debt service ratio** which means their lender could terminate loans outstanding at any time.

We should not be forced to go into business with anyone we do not choose especially someone who has a documented track record of being unprofitable and is in financial distress.

The original relationship with Pembina/Talisman was fine and worked for many years. The most recent experience with Dundee Energy was terrible. Dundee's landowner relationship practices were adversarial and it was the first time myself or my father had to engage legal counsel to deal with an Oil and Gas partner to resolve something that was well documented and agreed in writing with the previous Oil and Gas owner. The resolution to the above ended up complying with what was documented and agreed with the previous owner therefore the need to engage legal counsel was completely onerous

and adversarial on the part of Dundee Energy. I am not interested in another similar business relationship.

The following items remain outstanding:

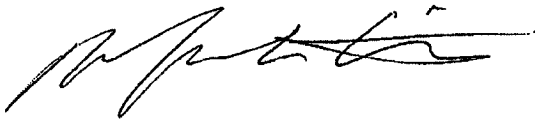
- Release of an easement associated with the decommissioning of a pipeline on my property – November 2017
- Notice of non-renewal for all agreements not acknowledged – January 3, 2018
- Compliance of Whittle Farms Third Party Access Policy not acknowledged – January 18, 2018
- Notice of Breach for non-payment of lease royalties – January 25, 2018
- Request for Lagasco Inc detailed financial information not acknowledged – April 27, 2018

The above items have been shared with the Monitor and Dundee Energy in previous correspondence.

I respectfully request that the proposed assignment of our leases be denied, the wells on my property be decommissioned in line with industry standards and all leases/easements be terminated and surrendered.

Regarding Marilyn Whittle she is the current recipient of the oil royalties associated with the fore mentioned surface leases and agrees with this direction. I have power of attorney regarding her affairs.

Regards,

A handwritten signature in black ink, appearing to read 'Mark Whittle', with a stylized flourish at the end.

Mark Whittle

President Whittle Farms Inc

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF DUNDEE OIL AND GAS LIMITED**

Court File No.: CV-18-591908-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceedings commenced at Toronto

**SUPPLEMENT TO THE THIRD REPORT
OF THE MONITOR,
FTI CONSULTING CANADA INC.**

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Lawyers for the Monitor