

Province of Saskatchewan Land Titles Registry Title

Title #: 119860409 **As of:** 04 Jan 2023 12:19:10
Title Status: Active **Last Amendment Date:** 12 Sep 2018 08:20:50.420
Parcel Type: Surface **Issued:** 11 Jan 2003 06:20:14.380
Parcel Value: N/A
Title Value: N/A **Municipality:** RM OF MANITOU LAKE NO. 442
Converted Title: 81B12416
Previous Title and/or Abstract #: 81B12416

Wayne Peter Bosch and Judith Elaine Bosch are the registered owners, as joint tenants, of Surface Parcel #130239592

Reference Land Description: SE Sec 08 Twp 44 Rge 27 W 3 Extension 0
As described on Certificate of Title 81B12416.

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:
139307621 Lease - 10 years or more

Value: N/A
Reg'd: 26 Sep 2007 16:09:51
Interest Register Amendment Date: N/A
Interest Assignment Date: 12 Sep 2018 08:20:50
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
TOP GUN ENERGY LTD.
#103, 5004 - 18 STREET, BOX 440
LLOYDMINSTER, Saskatchewan, Canada S9V 0Y4
Client #: 123589378

Int. Register #: 113261970

Addresses for Service:

Name	Address
Owner: Wayne Peter Bosch Client #: 111532058	#319- 4501-47th St Camrose, Alberta, Canada T4V 5G8
Owner: Judith Elaine Bosch Client #: 111532070	#319- 4501-47th St Camrose, Alberta, Canada T4V 5G8

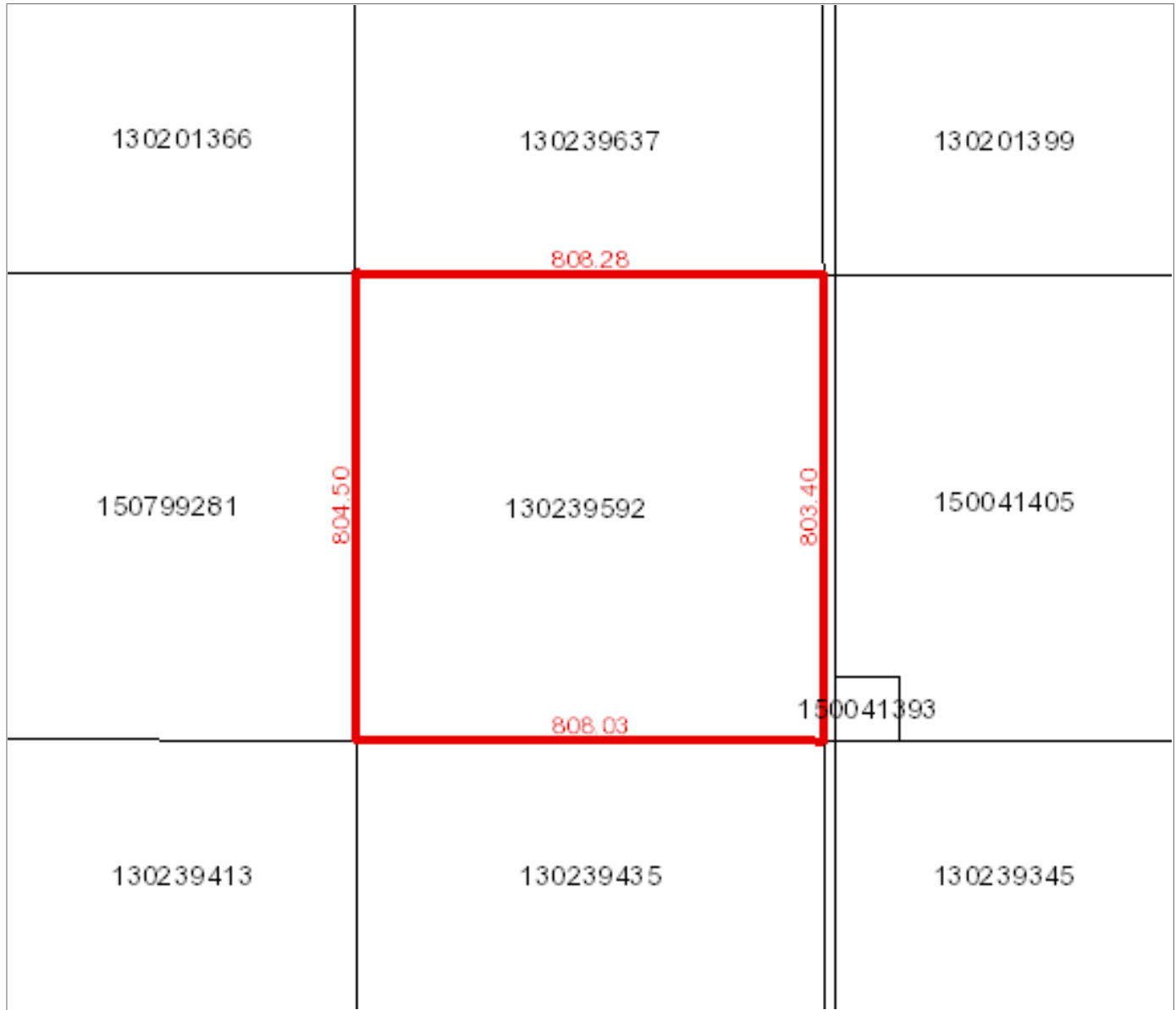
Notes:

Parcel Class Code: Parcel (Generic)



Surface Parcel Number: 130239592

REQUEST DATE: Wed Jan 4 12:20:08 GMT-06:00 2023



Owner Name(s) : Bosch, Judith Elaine, Bosch, Wayne Peter

Municipality : RM OF MANITOU LAKE NO. 442

Area : 64.971 hectares (160.55 acres)

Title Number(s) : 119860409

Converted Title Number : 81B12416

Parcel Class : Parcel (Generic)

Ownership Share : 1:1

Land Description : SE 08-44-27-3 Ext 0

Source Quarter Section : SE-08-44-27-3

Commodity/Unit : Not Applicable



**Information
Services
Corporation**
of Saskatchewan

Begin Attachment Sheet

Instructions

Use the Begin Attachment Sheet to separate the bar-coded application/request sheets from documentation you would like to submit to support your request.

Use the Begin Attachment Sheet for submissions in both paper format and electronic format (e-mail, e-fax, CD-ROM).

Do not use this Begin Attachment Sheet to separate Application/Request Sheets that do not have supporting documentation.

Example 1:

When submitting a Plan Processing Packet Cover Page with a Plan Processing Request Sheet and a Plan on paper with additional supporting documentation add this Begin Attachment Sheet between the Request Sheet and the Plan. This indicates the end of the request and the beginning of the plan that you have attached. The order for submitting this package would be the Packet Cover Page first, the Request Sheet, the Begin Attachment Sheet, followed by the Plan and other supporting documentation.

Example 2:

When submitting a Land Registry Packet Cover Page, with a Land Registry Application Sheet and a mortgage for example on paper add this Begin Attachment Sheet between the Application Sheet and the mortgage. This indicates the end of the request and the beginning of the mortgage. The order for submitting this package would be the Packet Cover Page first, the Application Sheet, then the Begin Attachment Sheet followed by the mortgage.

SASKATCHEWAN SURFACE LEASE

FILE: _____

WB
2

This Lease made this 21 day of September, A.D., 2007.

BETWEEN:

WAYNE PETER BOSCH and JUDITH ELAINE BOSCH
of Marsden, in the Province of Saskatchewan, as Joint Tenants
(hereinafter called the "Lessor")
-and-

BAYTEX ENERGY LTD.
of Calgary, in the Province of Alberta
(hereinafter called the "Lessee")

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 such mortgages and encumbrances contained in the existing Certificate of Title, of and in that certain parcel of land situated, lying and being in the Province of Saskatchewan and described as follows:

The South East Quarter of Section 8, in Township 44, Range 27, West of the Third (3) Meridian, in the Province of Saskatchewan,

as described in Certificate of Title No. 119860409 registered in the Land Titles Registry (hereinafter referred to as "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 that:

Demised premises:

1. The Lessor, for the purposes and at the rent, including compensation for capital damage, hereinafter set forth, does hereby lease unto the Lessee all and singular those parts of the said lands shown upon a sketch of plan hereto annexed and marked "A" (hereinafter called "the demised premises") to be held by the Lessee as tenant for the term of twenty-one (21) years from the date hereof for any and all purposes and uses as may be necessary or useful in connection with all its operations.

Payment in the first year by Lessee:

(a) for the first year the sum of Forty Five Thousand and Seven Six
(\$45,760.00) DOLLARS, the receipt of which sum is hereby acknowledged and which sum includes compensation in full for capital damages applied as follows:

- (i) Compensation for capital damage: Twenty Nine Thousand and Seven Six
(\$29,760.00) DOLLARS;
- (ii) Rent: Twenty Four Thousand
(\$24,000.00) DOLLARS;

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2

Payment in subsequent years by Lessee:

(b) for each subsequent year the sum of Twenty Four Thousand
(\$24,000.00) DOLLARS, payable annually in advance on the anniversary of the date hereof in each year during the currency hereof; provided that the Lessee may, from time to time and at any time, surrender any portion of the demised premises by giving one month's written notice to the Lessor to that effect and by delivering or mailing to the Lessor a sketch or plan of the portion or portions, thereof retained.

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2

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 thereof.

Right to renew by Lessee:

(c) If the Lessee is not in default in respect of any of the covenants and conditions contained in this Lease at the date of expiration of the term of twenty-one (21) years hereinbefore mentioned, then this Lease shall be renewable for a further period of twenty-one (21) years from the said date at an annual rent calculated as hereinbefore provided for that portion of the term subsequent to the first year thereof. Such extended term shall be subject to all the provisions hereof, including this provision for renewal.

3. **The Lessee hereby covenants and agrees with the Lessor as follows:****Payment of rent by Lessee:**

(a) The Lessee shall pay the rent, including compensation for capital damage, 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.

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 agreement 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.

Digging of pits for mud and sludge and destruction of weeds:

(c) The Lessee shall ~~dig pits~~ ^{WS} or have adequate metal reservoirs and shall deposit therein the mud and sludge resulting from drilling operations, and shall not permit the same to escape onto the Lessor's land adjoining the demised premises, and the Lessee shall take all necessary precautions to keep down and destroy all noxious weeds on the well site and roadway. 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 purpose aforesaid, 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 abandonment of the well, the Lessee shall cause such well to be plugged and all excavations in connection therewith to be filled in, all in compliance with the laws and regulations of Saskatchewan in that regard.

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.

Fencing of well site, roadway, and excavations where required:

(f) The Lessee shall, during the continuance of this Lease, erect upon the boundaries of the well site and roadway proper fences, if so required by the Lessor and the Lessee shall, if required by the Lessor, enclose and keep enclosed all openings or excavations made in connection with or for the purpose of drilling operations with proper fences to prevent livestock from falling thereinto.

Replacement and repair of fences, guards, gates:

(g) 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 on 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:

(h) 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:

(i) 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.:

(j) 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:

Review of rent every three (3) years upon request of either party:

(a) Notwithstanding anything contained in this Lease, upon the request of either party to this Lease, the amount of rent payable in respect of the demised premises shall be subject to review at the end of three (3) years from the date hereof and at the end of each succeeding three (3)-year period. Such request shall be in writing and given to the other party at least thirty (30) 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 arbitration provisions of *The Surface Rights Acquisition and Compensation Act* shall apply.

Right of surrender and removal of equipment by Lessee:

(b) 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.

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 encumbrances 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 person(s) or corporations all or any of the powers, rights, and interests obtained by or conferred upon the Lessee under 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 interest 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 payment:

(f) Any rent or payment required to be made to the Lessor by the Lessee hereunder may be made by personal delivery or by registered mail to the Lessor at his address for service of Notices hereinbelow set forth, or by depositing same to the Lessor's credit at such place as the Lessor may in writing from time to time designate.

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(g) If the demised premises covered by this Surface Lease are not entered upon, except for survey purposes, within 180 days of the date of this Lease, the Lessee shall pay to the Lessor the sum of **\$250.00** for the right to survey and all other inconveniences, and the said Lease shall terminate. However, should the Lessee enter the demised premises to drill or should the Lessee make payment of the full initial consideration in the amount of \$ 45,760.00, as previously set out, within the 180-day period, then the Lessee shall have full rights on the demised premises pursuant to the terms of the said Surface Lease.

Notices by Lessor and Lessee:

(h) Any Notice required to be given to the parties hereto shall be deemed to have been given fifteen (15) clear days after such Notice is mailed by prepaid registered post properly addressed to such party and for the purpose of this clause, the proper address of the respective parties until Notice of change of address shall be:

LESSOR: Box 145
Marsden, SK S0M 1P0

LESSEE: Box 20010
Calgary, AB T2P 1K4
2200, 205 - 5th Avenue SW
Calgary, AB T2P 4H3

Time of the essence:

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

Saskatchewan law to apply:

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

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 reference thereto in the singular number and masculine gender shall also include the plural number and feminine (and neuter in the case of corporation gender, when the context so requires, and all covenants shall be construed as being joint and several. **BAYTEX ENERGY LTD.**, the above-mentioned Lessee, does hereby accept this Lease of the demised premises as provided for in the Lease to be held by the Lessee as tenants and subject to the conditions, restrictions, and covenants above set forth.

**CONSENT OF NON-OWNING SPOUSE
(section 6 of the Act)**

I, _____, non-owning spouse of _____ consent to the above/attached disposition. I declare that I have signed this consent for the purpose of relinquishing all my homestead rights in the property described in the above/attached disposition in favour of **BAYTEX ENERGY LTD.** to the extent necessary to give effect to this disposition.

Signature of Non-Ownning Spouse

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

SIGNED, SEALED AND DELIVERED)
by the above-named Lessor(s) in)
the presence of:)



WITNESS, as to both signatures
JACK HILL



WAYNE PETER BOSCH



JUDITH ELAINE BOSCH

BAYTEX ENERGY LTD.

PER: _____

PER: _____

**CERTIFICATE OF ACKNOWLEDGMENT
(subsection 7(3) of the Act)**

I, _____, certify that I have examined _____, non-owning spouse of _____ the owning spouse, in the above/attached Surface Lease separate and apart from the owning spouse. The non-owning spouse acknowledge to me that he or she:

- (a) signed the consent to the disposition of his or her own free will and consent and without any compulsion on the part of the owning spouse; and
- (b) understands his or her rights in the homestead.

I further certify that I have not, nor has my employer, partner or clerk, prepared the above/attached Surface Lease and that I am not, nor is my employer, partner or clerk, otherwise interested in the transaction involved.

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

AFFIDAVIT OF EXECUTION

I, JACK HILL of
Lloydminster, in the Province of Alberta, Landman,

MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see **WAYNE PETER BOSCH and JUDITH ELAINE BOSCH**, named in the within instrument, who are personally known to me to be the persons named therein, duly sign, seal, and execute the same for the purposes named therein.
2. THAT the same was executed at the District of Marsden, in the Province of Saskatchewan, and that I am the subscribing witness thereto.
3. THAT I know the said **WAYNE PETER BOSCH and JUDITH ELAINE BOSCH**, and they are, in my belief, of the full age of eighteen (18) years.

SWORN BEFORE ME at the City of Lloydminster)
In the Province of Alberta, this 21st)
day of September, A.D. 2007.)
[Signature])
A Commissioner for Oaths)
without the Province of Saskatchewan.

[Signature]
JACK HILL

SUSAN GOODHOPE
My Commission expires
May 31, 2011

THE HOMESTEADS ACT AFFIDAVIT

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

I, **WAYNE PETER BOSCH**, of Marsden, Saskatchewan,

MAKE OATH AND SAY AS FOLLOWS THAT:

1. I am the Lessor named in the attached disposition.
2. ~~My spouse and I have not occupied the land described in this disposition as our homestead at any time during our marriage.~~ -or-
~~I have no spouse.~~ -or-
2. My spouse is a registered owner of the land that is the subject matter of this disposition. -or-
2. ~~My spouse and I have entered into an interspousal agreement pursuant to the Matrimonial Property Act in which my spouse has specifically released all his/her homestead rights in the land that is the subject matter of this disposition.~~

SWORN BEFORE ME at the District of Marsden)
In the Province of Saskatchewan, this 21st)
day of September, A.D. 2007.)
[Signature])
A Commissioner for Oaths)
In and for the Province of Saskatchewan.

[Signature]
WAYNE PETER BOSCH

JOHN ROSS HILL
My Commission Expires
April 30, 2008

THE HOMESTEADS ACT AFFIDAVIT

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

I, **JUDITH ELAINE BOSCH** of Marsden, Saskatchewan,

MAKE OATH AND SAY AS FOLLOWS THAT:

1. I am the Lessor named in the attached disposition.

~~2. My spouse and I have not occupied the land described in this disposition as our homestead at any time during our marriage.~~
~~3. I have no spouse.~~

-or-

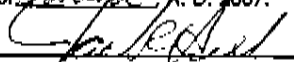
-or-


2. My spouse is a registered owner of the land that is the subject matter of this disposition and a co-signor of this disposition.

-or-

~~3. My spouse and I have entered into an interspousal agreement pursuant to the Matrimonial Property Act in which my spouse has specifically released all his/her homestead rights in the land that is the subject matter of this disposition.~~

SWORN BEFORE ME at the District of Marsden)
In the Province of Saskatchewan, this 21)
day of September, A. D. 2007.)


A Commissioner for Oaths)
in and for the Province of Saskatchewan.)



JUDITH ELAINE BOSCH

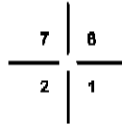
JOHN ROSS HILL
My Commission Expires
April 30, 2008

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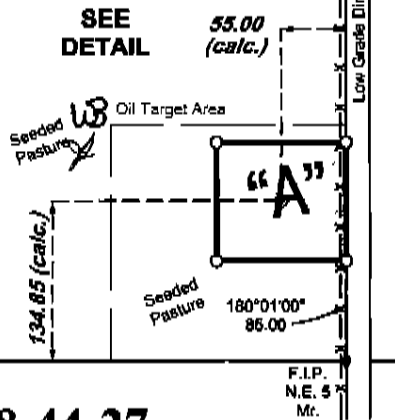
44 - 27 - 3

Prior to any construction, Sasktel, Saskenergy, Saskpower and Transgas should be contacted for location of any underground facilities that may exist. Underground facilities shown on this plan are those that could be found and located. Other facilities may exist, of which we were unaware or unable to locate.

Corner Elevations
 N.W. = 633.70 N.E. = 633.96
 S.W. = 636.17 S.E. = 635.76



270°09'04"
 1/2 Mile = 807.67m.



Approach & Gate Required

Plan Showing Survey of
BAYTEX MANITO LAKE A1-8-44-27

Well Site

in
L.S.1 Sec.8 Twp.44 Rge.27 W.3 M.

I, Chris D. Kuntz, Saskatchewan Land Surveyor certify that the survey represented by this plan is true and correct to the best of my knowledge, has been carried out in accordance with Article XIII, Standards of Practice, Section 6 of the bylaws of the Saskatchewan Land Surveyors' Association, and the field survey was performed on the 24th day of July, 2007.



Chris D. Kuntz
 Saskatchewan Land Surveyor
Murray Oliver
 Witness (Murray Oliver)

ELEVATION ON GROUND AT WELL LOCATION = 633.31

BOUNDARY CO-ORDINATES:
 134.85 m. N. of S. Bdy. } Sec. 8
 55.00 m. W. of E. Bdy. }

CARTESIAN CO-ORDINATES:
 135.01 m. North } S.E. Corner Sec. 8
 54.96 m. West }

GEO Co-ordinates	UTM Co-ordinates
52°46'14.024" Latitude	NAD 83 } 5847340.90 N.
109°52'31.272" Longitude	} 575873.85 E.
52°48'13.747" Latitude	NAD 27 } 5847115.59 N.
109°52'28.513" Longitude	} 575828.12 E.

UTM and Geographic Co-ordinates are Derived From G.P.S.

Datum: B.M. 83S004 Elev. = 634.193

NOTES:
 There are no surface improvements within a 75m. radius of the Well Centre, unless shown otherwise.

AREAS:	HECTARES	ACRES
Well Site	= 1.100	2.72

OPERATOR:
BAYTEX ENERGY LTD.

Survey marks found shown thus : - - - - - ●
 Survey marks planted shown thus : - - - - - ○
 Calculated Point Derived from Surveyed Measurements shown thus : - - - - - ▲
 Portions referred to outlined thus : - - - - -

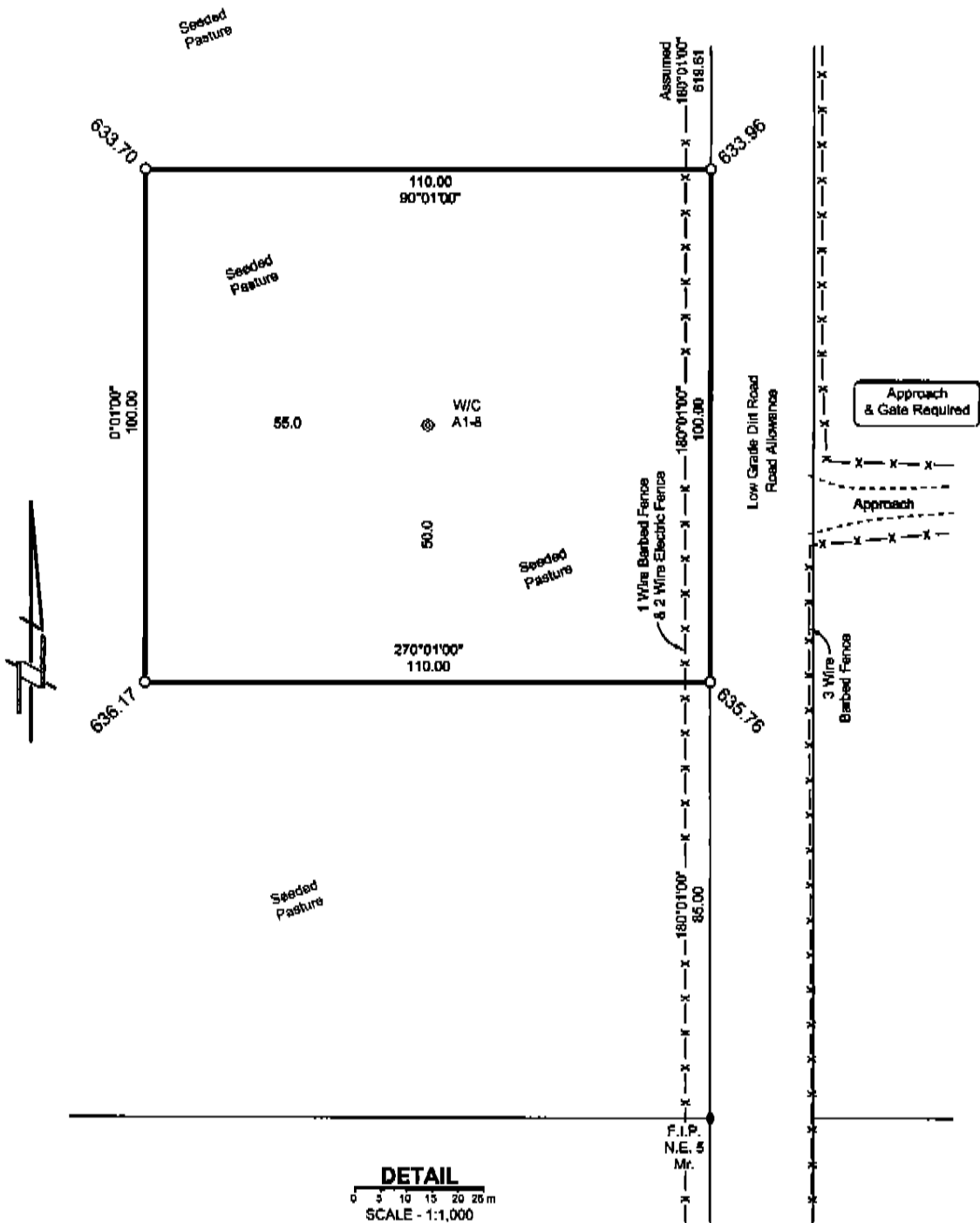
Distances are in metres.
 All underground installations should be located by the respective authorities prior to construction.
 Sask 1st Call: 1-866-828-4856
 SaskPower - 1-888-757-6937
 Flowlines - Individual Operator

Grande Prairie: 1-780-532-6793
 Medicine Hat: 1-403-528-4215
 Edmonton: 1-800-485-8233
 Calgary: 1-866-234-7599
 Moncton: 1-506-858-2787



Lloydminster: 1-780-875-8130
 Swift Current: 1-306-773-7733
 Weyburn: 1-306-842-6060
 Yorkton: 1-306-783-4100
 Regina: 1-306-522-5628

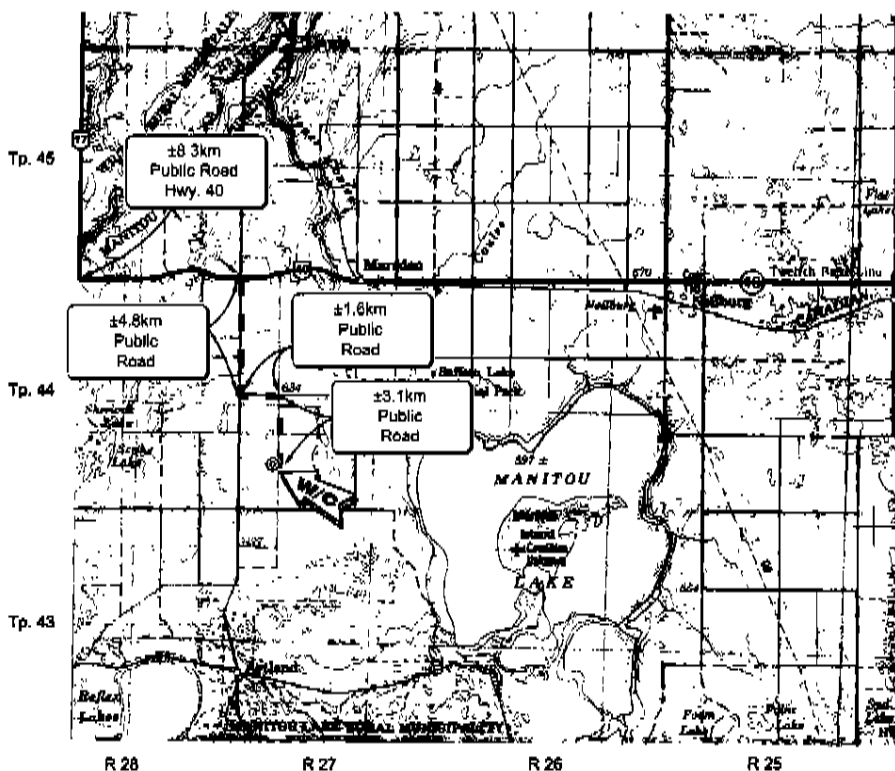
Client File No:	AFE No:
REV. 1 Revision: Removed Temporary Workspace	Date: September 20, 2007
Job No.: 037593-S	File: 037593WR1
Initials: GH - MJO - JC	



DETAIL
0 5 10 15 20 25 m
SCALE - 1:1,000

BAYTEX MANITO LAKE A1-8-44-27	
Client File No:	AFE No:
REV. Revision: Removed Temporary Workspace	
Date: September 20, 2007	Job No.: 037593-S
File: 037593WR1	Initials: GH - MJO - JC





LOCATION MAP
 0 1 2 3 4 5 10 km
 SCALE- 1:250,000

BAYTEX MANITO LAKE A1-B-44-27	
Client File No:	AFE No:
REV: 1	Revision: Removed Temporary Workspace
Date: September 20, 2007	Job No.: 037593-S
File: 037593WR1	Initiale: GH - MJO - JC



Information Services Corporation

Interest Authorization Corporate Entity with Seal Affixed Two Signing Officers

Authorization

Baytex Energy Ltd. (Corporation Name) authorizes by the signature of its proper signing officers:

Assignment to Top Gun Energy Ltd. of Interest Register Number 113261970 Interest Number(s)/Share Number(s)

Amendment of Interest Register Number

Full Discharge of Interest Register Number

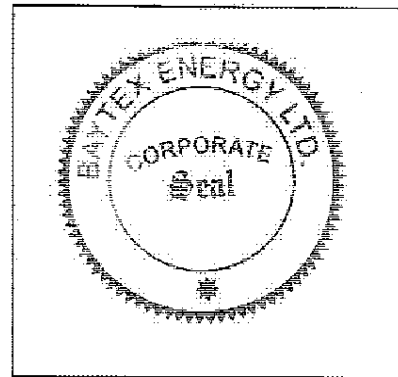
Partial Discharge of Interest Register Number Interest Number(s)

20/8/2018 Date (day, month, year)

Corporate Officer Signature [Signature] Vice President Conventional & Unconventional Business Units (Print Name and Position)

20/8/2018 Date (day, month, year)

Corporate Officer Signature [Signature] Greg A. Sawchenko Vice President, Land (Print Name and Position)



(Corporate Seal)

