

# Province of Saskatchewan Land Titles Registry Title

**Title #:** 153196397 **As of:** 24 Nov 2023 17:16:44  
**Title Status:** Active **Last Amendment Date:** 27 Aug 2020 13:56:01.283  
**Parcel Type:** Surface **Issued:** 27 Aug 2020 13:56:00.846  
**Parcel Value:** \$0.00 CAD  
**Title Value:** \$0.00 CAD **Municipality:** RM OF OAKDALE NO. 320  
**Converted Title:** 78S44735  
**Previous Title and/or Abstract #:** 142071386 / 142071410

BONNIE MCARA is the registered owner of an undivided 1/2 interest in Surface Parcel #203813962

Reference Land Description: NE Sec 25 Twp 31 Rge 22 W 3 Extension 1

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 #:**  
**188574980**

CNV Caveat

**Value:** N/A  
**Reg'd:** 01 Feb 1988 02:26:44  
**Interest Register Amendment Date:** N/A  
**Interest Assignment Date:** 28 Aug 2012  
15:32:22  
**Interest Scheduled Expiry Date:** N/A  
**Expiry Date:** N/A

**Holder:**

Neil Getz  
Box 2712  
Kindersley, Saskatchewan, Canada S0L 1S1  
**Client #:** 109816454

**Int. Register #:** 105863249  
**Converted Instrument #:** 88S03647

**Interest #:**  
**188574991**

CNV Easement

**Value:** N/A  
**Reg'd:** 09 Sep 1988 02:27:16  
**Interest Register Amendment Date:** N/A  
**Interest Assignment Date:** 28 Aug 2012  
15:28:33  
**Interest Scheduled Expiry Date:** N/A  
**Expiry Date:** N/A

**Holder:**

Neil Getz  
Box 2712  
Kindersley, Saskatchewan, Canada S0L 1S1  
**Client #:** 109816454

**Int. Register #:** 105863250  
**Converted Instrument #:** 88S35904

**Interest #:**  
**188575048**

CNV Caveat

**Value:** N/A  
**Reg'd:** 05 Mar 1990 02:30:09  
**Interest Register Amendment Date:** N/A  
**Interest Assignment Date:** 28 Aug 2012  
15:28:33  
**Interest Scheduled Expiry Date:** N/A  
**Expiry Date:** N/A

**Holder:**  
Neil Getz  
Box 2712  
Kindersley, Saskatchewan, Canada S0L 1S1  
**Client #:** 109816454

**Int. Register #:** 105863261  
**Converted Instrument #:** 90S08503

**Interest #:**  
**188575004**

CNV Caveat

**Value:** N/A  
**Reg'd:** 04 Apr 1990 02:30:13  
**Interest Register Amendment Date:** N/A  
**Interest Assignment Date:** 28 Aug 2012  
15:32:22  
**Interest Scheduled Expiry Date:** N/A  
**Expiry Date:** N/A

**Holder:**  
Neil Getz  
Box 2712  
Kindersley, Saskatchewan, Canada S0L 1S1  
**Client #:** 109816454

**Int. Register #:** 105863272  
**Converted Instrument #:** 90S13235

**Interest #:**  
**188575015**

Miscellaneous Interest

**Value:** N/A  
**Reg'd:** 26 May 2017 15:18:14  
**Interest Register Amendment Date:** N/A  
**Interest Assignment Date:** N/A  
**Interest Scheduled Expiry Date:** N/A  
**Expiry Date:** N/A

**Holder:**  
TEINE ENERGY LTD.  
4500, 855 - 2ND STREET S.W.  
CALGARY, Alberta, Canada T2P 4K7  
**Client #:** 127829065

**Int. Register #:** 122278147

**Interest #:**  
**188575059**

Miscellaneous Interest

**Value:** N/A  
**Reg'd:** 26 May 2017 15:20:33  
**Interest Register Amendment Date:** N/A  
**Interest Assignment Date:** N/A  
**Interest Scheduled Expiry Date:** N/A  
**Expiry Date:** N/A

**Holder:**  
TEINE ENERGY LTD.

4500, 855 - 2ND STREET S.W.  
CALGARY, Alberta, Canada T2P 4K7  
**Client #:** 127829065

**Int. Register #:** 122278170

**Interest #:**  
**188575026**

Miscellaneous Interest

**Value:** N/A  
**Reg'd:** 12 Jun 2017 11:04:50  
**Interest Register Amendment Date:** N/A  
**Interest Assignment Date:** N/A  
**Interest Scheduled Expiry Date:** N/A  
**Expiry Date:** N/A

**Holder:**  
SECURE ENERGY SERVICES INC.  
3600, 205 - 5 AVENUE SW  
CALGARY, Alberta, Canada T2P 2V7  
**Client #:** 126627622

**Int. Register #:** 122311741

**Interest #:**  
**188575037**

Miscellaneous Interest

**Value:** N/A  
**Reg'd:** 16 May 2018 16:09:37  
**Interest Register Amendment Date:** N/A  
**Interest Assignment Date:** N/A  
**Interest Scheduled Expiry Date:** N/A  
**Expiry Date:** N/A

**Holder:**  
RURAL MUNICIPALITY OF OAKDALE NO. 320  
P.O. BOX 249  
COLEVILLE, Saskatchewan, Canada S0L 0K0  
**Client #:** 100372441

**Int. Register #:** 122897032

**Addresses for Service:**

<b>Name</b>	<b>Address</b>
<b>Owner:</b> BONNIE MCARA Client #: 127351278	10307 166 AVENUE NW EDMONTON, Alberta, Canada T5X 2P8

**Notes:**

Parcel Class Code: Parcel (Generic)

# Province of Saskatchewan Land Titles Registry Title

**Title #:** 153196410

**Title Status:** Active

**Parcel Type:** Surface

**Parcel Value:** \$0.00 CAD

**Title Value:** \$0.00 CAD

**Converted Title:** 78S44735

**Previous Title and/or Abstract #:** 142071386 / 142071410

**As of:** 24 Nov 2023 17:17:13

**Last Amendment Date:** 27 Aug 2020 13:56:01.800

**Issued:** 27 Aug 2020 13:56:01.330

**Municipality:** RM OF OAKDALE NO. 320

LAVINA O'NEILL is the registered owner of an undivided 1/2 interest in Surface Parcel #203813962

Reference Land Description: NE Sec 25 Twp 31 Rge 22 W 3 Extension 1

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 #:**

**188575060**

CNV Caveat

**Value:** N/A

**Reg'd:** 01 Feb 1988 02:26:44

**Interest Register Amendment Date:** N/A

**Interest Assignment Date:** 28 Aug 2012  
15:32:22

**Interest Scheduled Expiry Date:** N/A  
**Expiry Date:** N/A

**Holder:**

Neil Getz

Box 2712

Kindersley, Saskatchewan, Canada S0L 1S1

**Client #:** 109816454

**Int. Register #:** 105863249

**Converted Instrument #:** 88S03647

**Interest #:**

**188575071**

CNV Easement

**Value:** N/A

**Reg'd:** 09 Sep 1988 02:27:16

**Interest Register Amendment Date:** N/A

**Interest Assignment Date:** 28 Aug 2012  
15:28:33

**Interest Scheduled Expiry Date:** N/A  
**Expiry Date:** N/A

**Holder:**

Neil Getz

Box 2712

Kindersley, Saskatchewan, Canada S0L 1S1

**Client #:** 109816454

**Int. Register #:** 105863250

**Converted Instrument #:** 88S35904

**Interest #:**  
**188575127**

CNV Caveat

**Value:** N/A  
**Reg'd:** 05 Mar 1990 02:30:09  
**Interest Register Amendment Date:** N/A  
**Interest Assignment Date:** 28 Aug 2012  
15:28:33  
**Interest Scheduled Expiry Date:** N/A  
**Expiry Date:** N/A

**Holder:**  
Neil Getz  
Box 2712  
Kindersley, Saskatchewan, Canada S0L 1S1  
**Client #:** 109816454

**Int. Register #:** 105863261  
**Converted Instrument #:** 90S08503

**Interest #:**  
**188575082**

CNV Caveat

**Value:** N/A  
**Reg'd:** 04 Apr 1990 02:30:13  
**Interest Register Amendment Date:** N/A  
**Interest Assignment Date:** 28 Aug 2012  
15:32:22  
**Interest Scheduled Expiry Date:** N/A  
**Expiry Date:** N/A

**Holder:**  
Neil Getz  
Box 2712  
Kindersley, Saskatchewan, Canada S0L 1S1  
**Client #:** 109816454

**Int. Register #:** 105863272  
**Converted Instrument #:** 90S13235

**Interest #:**  
**188575093**

Miscellaneous Interest

**Value:** N/A  
**Reg'd:** 26 May 2017 15:18:14  
**Interest Register Amendment Date:** N/A  
**Interest Assignment Date:** N/A  
**Interest Scheduled Expiry Date:** N/A  
**Expiry Date:** N/A

**Holder:**  
TEINE ENERGY LTD.  
4500, 855 - 2ND STREET S.W.  
CALGARY, Alberta, Canada T2P 4K7  
**Client #:** 127829065

**Int. Register #:** 122278147

**Interest #:**  
**188575138**

Miscellaneous Interest

**Value:** N/A  
**Reg'd:** 26 May 2017 15:20:33  
**Interest Register Amendment Date:** N/A  
**Interest Assignment Date:** N/A  
**Interest Scheduled Expiry Date:** N/A  
**Expiry Date:** N/A

**Holder:**  
TEINE ENERGY LTD.

4500, 855 - 2ND STREET S.W.  
CALGARY, Alberta, Canada T2P 4K7  
**Client #:** 127829065

**Int. Register #:** 122278170

**Interest #:**  
**188575105**

Miscellaneous Interest

**Value:** N/A  
**Reg'd:** 12 Jun 2017 11:04:50  
**Interest Register Amendment Date:** N/A  
**Interest Assignment Date:** N/A  
**Interest Scheduled Expiry Date:** N/A  
**Expiry Date:** N/A

**Holder:**  
SECURE ENERGY SERVICES INC.  
3600, 205 - 5 AVENUE SW  
CALGARY, Alberta, Canada T2P 2V7  
**Client #:** 126627622

**Int. Register #:** 122311741

**Interest #:**  
**188575116**

Miscellaneous Interest

**Value:** N/A  
**Reg'd:** 16 May 2018 16:09:37  
**Interest Register Amendment Date:** N/A  
**Interest Assignment Date:** N/A  
**Interest Scheduled Expiry Date:** N/A  
**Expiry Date:** N/A

**Holder:**  
RURAL MUNICIPALITY OF OAKDALE NO. 320  
P.O. BOX 249  
COLEVILLE, Saskatchewan, Canada S0L 0K0  
**Client #:** 100372441

**Int. Register #:** 122897032

**Addresses for Service:**

<b>Name</b>	<b>Address</b>
<b>Owner:</b> LAVINA O'NEILL Client #: 127351324	8815 158 AVENUE NW EDMONTON, Alberta, Canada T5Z 3E1

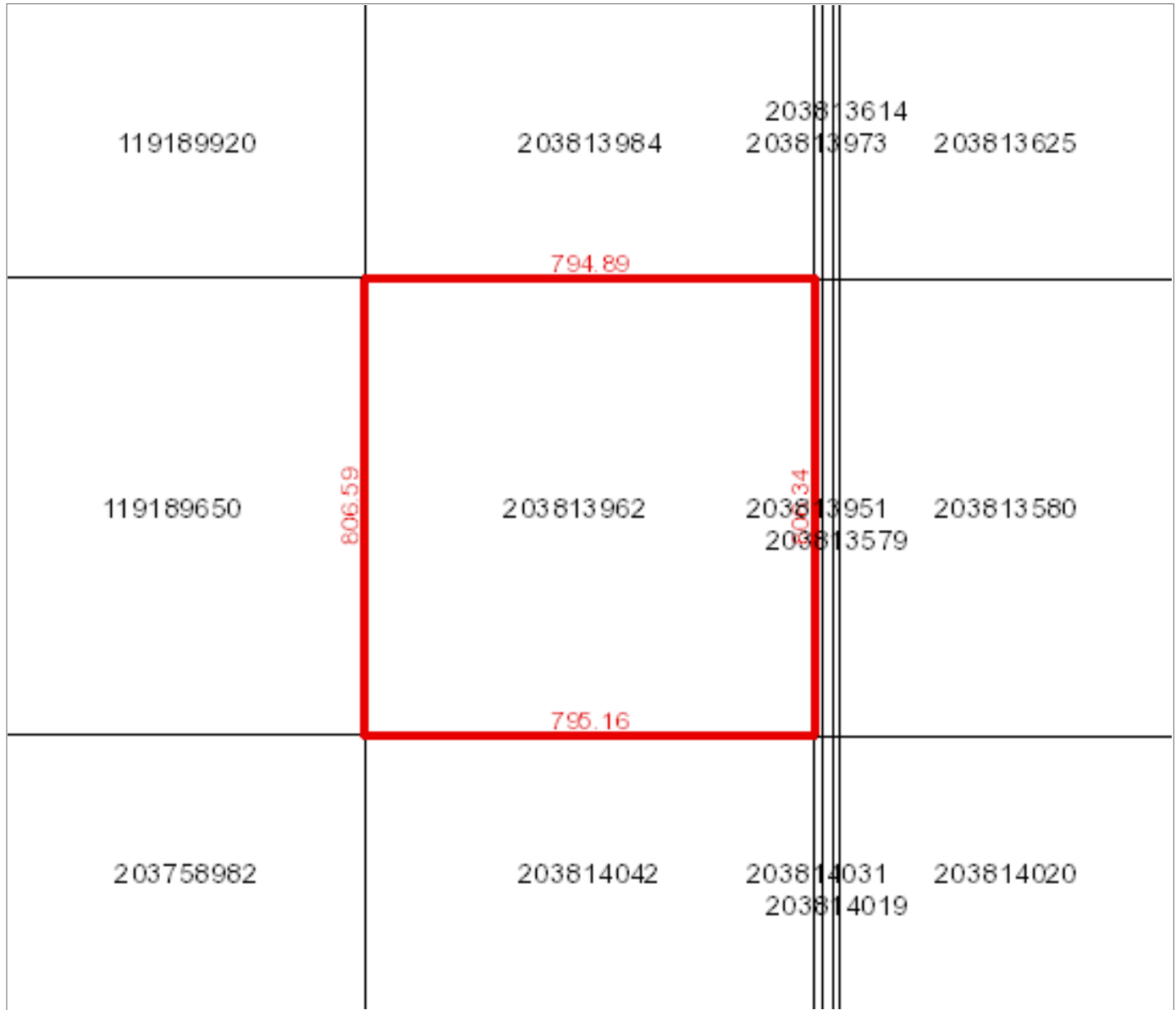
**Notes:**

Parcel Class Code: Parcel (Generic)



# Surface Parcel Number: 203813962

REQUEST DATE: Fri Nov 24 17:18:21 GMT-06:00 2023



**Owner Name(s) :** Multiple

**Municipality :** RM OF OAKDALE NO. 320

**Title Number(s) :** Multiple

**Parcel Class :** Parcel (Generic)

**Land Description :** NE 25-31-22-3 Ext 1

**Source Quarter Section :** NE-25-31-22-3

**Commodity/Unit :** Multiple

**Area :** 64.116 hectares (158.43 acres)

**Converted Title Number :** N/A

**Ownership Share :** N/A

DISCLAIMER: THIS IS NOT A PLAN OF SURVEY It is a consolidation of plans to assist in identifying the location, size and shape of a parcel in relation to other parcels. Parcel boundaries and area may have been adjusted to fit with adjacent parcels. To determine actual boundaries, dimensions or area of any parcel, refer to the plan, or consult a surveyor.

Address: Calgary    Nature of Instrument: Case    Sender: Murphy Oil Co.    Land Description: NE 25-31-22W3



# Instrument Work Sheet

88S 03647

Is dup C. of T. in office? <input checked="" type="radio"/> Yes <input type="radio"/> No  Being returned to above addressee? <input type="radio"/> Yes <input checked="" type="radio"/> No  Is instrument registrable? <input checked="" type="radio"/> Yes <input type="radio"/> No  Circle correct answer.	<b>Fees</b>  Total Fees <u>7.00</u>  Amt. Rec'd <u>APW</u>  Balance _____	<b>Encumbrances</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Title</th> <th style="width: 50%;">General Register</th> </tr> </thead> <tbody> <tr> <td style="text-align: center; vertical-align: middle;">/</td> <td style="text-align: center; vertical-align: middle;">/</td> </tr> </tbody> </table>	Title	General Register	/	/	<b>Certificates, Notices, Required</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">Type</th> <th style="width: 20%;">Quantity</th> </tr> </thead> <tbody> <tr> <td>Abstract</td> <td></td> </tr> <tr> <td>G.R.C.</td> <td></td> </tr> <tr> <td>Uncertified Copy</td> <td style="text-align: center;">①</td> </tr> <tr> <td>Cert. Copy</td> <td></td> </tr> <tr> <td>Notices</td> <td style="text-align: center;">1</td> </tr> </tbody> </table>	Type	Quantity	Abstract		G.R.C.		Uncertified Copy	①	Cert. Copy		Notices	1
Title	General Register																		
/	/																		
Type	Quantity																		
Abstract																			
G.R.C.																			
Uncertified Copy	①																		
Cert. Copy																			
Notices	1																		

Titles Affected: 78 S44735

Remarks: \_\_\_\_\_  
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Initials

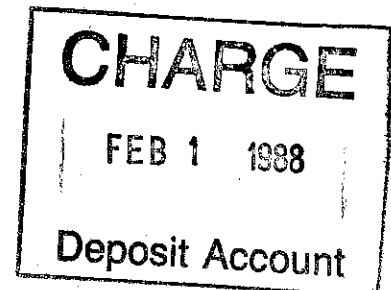




P.O. BOX 2721  
CALGARY, ALBERTA  
T2P 3Y3  
1700, 800 - 6th AVENUE S.W.  
CALGARY, ALBERTA

January 26, 1988

The Registrar  
Land Titles Office  
P.O. Box 137  
Saskatoon, Saskatchewan  
S7K 3K5



Dear Sirs:

Re: Wellsite and Access Roads

- (a) Murphy Dodsland 10-25-31-22-W3M  
Lessor: Margaret Getz  
Our File: 370755 Dodsland
  
- (b) Murphy CN Plover Lk  
DD-D14-35-35-27-W3M  
Lessor: Stanley Constantinoff  
Our File: 370756 Donegal East

Further to your return of documents forwarded for registration under cover of our letter dated December 30, 1987, we again enclose two (2) Caveats, in duplicate with proper attachments, for registration on each of the above captioned lands.

We trust you will find the foregoing and enclosures to be in order and ask that you charge any fees incurred to our account. We would ask that you also send us a copy of each of the Certificates of Title on each of the captioned properties after registration of the Caveats.

Should you have any questions or concerns regarding the foregoing, kindly contact the writer at 294-8030.

Yours very truly,

Bruce E. Riep  
Supervisor, Surface Rights

BER:mb  
Enclosures

## SASKATCHEWAN SURFACE LEASE

This lease made this 22nd <sup>M.G. R</sup> day of December 19 87

Between:

Margaret Gets of Dodsland

in the Province of Saskatchewan  
(hereinafter called the "Lessor").

(Occupation)

and

Murphy Oil Company Ltd. of Calgary  
Alberta a Corporate Body  
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:

North East Quarter (NE<sup>1</sup>) of Section Twenty Five (25) Thirty One (31)  
Twenty Two (22) in Township Third (3rd)  
Range Twenty Two (22), West of the Third (3rd) Meridian  
in the Province of Saskatchewan, as more particularly described and set forth in Certificate(s) of Title No.(s) 78-S-44735

of Record in the Land Titles Office for the Saskatoon Land Registration District (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 witnesses 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 or 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 years from the date hereof for the purpose of a well site for the drilling for petroleum and/or natural gas and the operation thereof and the taking of production therefrom with the right, liberty and privilege in, upon, under or across the demised premises, to lay down, construct, maintain, inspect, remove, replace, reconstruct and repair pipes, pipe lines and all structures and equipment necessary or incidental thereto for use in connection with the operations of the Lessee for which this lease is granted, and also for the purpose of a roadway, at the clear rent to be determined and payable in accordance with the laws and regulations of Saskatchewan in that regard the said rent which shall be deemed to include the factors enumerated in Section 24 of the Surface Rights Acquisition and Compensation Act, 1968, being as follows:

#### Payment in the first year by lessee

(a) for the first year the sum of ---Five Thousand Six Hundred Forty-two--- dollars, (the receipt of which sum is hereby acknowledged), and which sum includes compensation in full for capital damage applied as follows:

(i) Compensation for capital damage -----\$3442.00-----; <sup>R</sup>  
(ii) Rent -----\$2200.00-----; <sup>AB</sup>

#### Payment in subsequent years by lessee

(b) for each subsequent year the sum of ---Two Thousand Two Hundred--- 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.

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 years hereinbefore mentioned, then this lease shall be renewable for a further period of twenty-one 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 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.

Notices by lessor and lessee

(g) Any notice required to be given to the parties hereto shall be deemed to have been given fifteen 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 P.O. Box 2277, Kindersley, Saskatchewan S0L 1S0  
LESSEE P.O. Box 2721 Calgary, Alberta T2P 2M7

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 references there to 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  
Murphy Oil Company 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 tenant and subject to the conditions, restrictions and covenants above set forth.

I, \_\_\_\_\_ wife of the above  
(or within) named \_\_\_\_\_  
do hereby declare that I have executed this lease for the purpose of relinquishing all my rights in said homestead in favour of \_\_\_\_\_, in so far as may be necessary to give effect to this lease.

In witness whereof the Lessor has hereunto set his hand and seal and the Lessee has hereunto set his hand and seal (or has caused its corporate seal to be hereunto affixed attested by the hands of its proper officers duly authorized in that behalf) the day and year first above written.

(Note: Strike out the part that does not apply.)

Signed, sealed and delivered by the above named Lessor in the presence of

*Robert [Signature]*

*Margaret Getz*  
Margaret Getz

Signed, sealed and delivered by the above named Lessee in the presence of

MURPHY OIL COMPANY LTD.

*Armin [Signature]*

ATTORNEY

Witness



CERTIFICATE

WITNESS

I, \_\_\_\_\_, Judge of the District Court for \_\_\_\_\_, (or as the case may be), do hereby certify that I have examined

\_\_\_\_\_, wife of \_\_\_\_\_ the owner in the within (or annexed) lease, separate and apart from her said husband, and she acknowledges to me that she signed the same of her own free will and consent and without any compulsion on the part of her husband and for the purpose of relinquishing her rights in the homestead in favour of \_\_\_\_\_

\_\_\_\_\_, in so far as may be necessary to give effect to the within (or annexed) lease, and further that she was aware of what her rights in said homestead were.

I further certify that I have not, nor has my employer, partner or clerk, prepared the within (or annexed) lease, and that I am not, nor is my employer, partner or clerk otherwise interested in the transaction involved.

(Note: This form may be executed by a Judge of the District Court, Local Registrar of the Court of Queen's Bench, Registrar of Land Titles, or their respective Deputies, or a Solicitor, a Justice of the Peace or a Notary Public.)

AFFIDAVIT

CANADA  
PROVINCE OF SASKATCHEWAN  
To Wit:

I, Robert F. Day, of the City  
of Lloydminster in the Province of Saskatchewan  
Landman, make oath and say as follows:  
(Occupation)

1. That I was personally present and did see Margaret Getz  
named in the within (or annexed) lease, who is personally known to me to be the person named therein, duly sign and  
execute the same for the purposes named therein.

2. That the same was executed at the District of Dodsland  
in the Province of Saskatchewan and that I am the subscribing witness thereto.

3. That I know the said Margaret Getz, and in my belief he is  
of the full age of eighteen years.

Sworn before me at the City of  
Lloydminster in the Province of  
ALBERTA this 22  
day of December 1987

*Robert F. Day*  
Robert F. Day

Commissioner for Oaths In and For the Province of Saskatchewan  
W. Troop  
My appointment expires December 31, 1992

AFFIDAVIT

~~CANADA  
PROVINCE OF SASKATCHEWAN  
To Wit:~~

~~I, Margaret Getz, of the District  
of Dodsland in the Province of Saskatchewan  
(Occupation), make oath and say as follows:~~

~~1. I am the Lessor (or the agent acting under Power of Attorney in my favour dated the .....  
day of ....., 19....., granted by the Lessor) named in the within (or annexed)  
lease, and I say that no part of the said land is my homestead (or the homestead of the Lessor), or has been my homestead  
(or the homestead of the Lessor, as the case may be) at any time.~~

~~OR~~

~~1. I am the Lessor (or the agent acting under Power of Attorney in my favour dated the .....  
day of ....., 19....., granted by the Lessor) named in the within (or annexed) lease,  
and I say that I have (or such Lessor has) no wife.~~

~~OR~~

~~1. I am the Lessor (or the agent acting under Power of Attorney in my favour dated the .....  
day of ....., 19....., granted by the Lessor) named in the within (or annexed) lease,  
and I say that my wife (or the wife of the Lessor) does not reside in Saskatchewan and has not resided therein at any time  
since the marriage.~~

~~Sworn before me at the ..... of  
..... in the Province of  
..... this .....  
day of ..... 19.....~~

~~Margaret Getz~~

~~Registrar, Commissioner, (or as the case may be).  
Commissioner for Oaths In and For the Province of Saskatchewan~~

AFFIDAVIT OF EXECUTION BY ATTORNEY

CANADA)

PROVINCE OF SASKATCHEWAN)

I, Monica L. Billings, of the City of  
Calgary, in Province of Alberta, Secretary,  
make oath and say:

TO WIT:)

1. That I was personally present and did see Allan Kent Murray, Attorney for Murphy Oil Company Ltd. named in the annexed instrument, who is personally known to me to be duly appointed Attorney for Murphy Oil Company Ltd. named therein, duly sign and execute same for the purposes named therein.
2. That same was executed at the City of Calgary, in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said Allan Kent Murray, and he is, in my belief, of the full age of twenty-one years.

Sworn before me by the above named )  
deponent at the City of Calgary, in )  
the Province of Alberta, this 31 )  
day of December, A.D., 1987 )

Megan Low )  
Megan E. Low )  
A Commissioner for Oaths )  
without Saskatchewan )  
My Commission Expires )  
July 31, 1988 )

Monica L. Billings

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

(c) The Lessee shall dig pits 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 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 years from the date hereof and at the end of each succeeding three year period. Such request shall be in writing and given to the other party at least thirty 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.

**Right of surrender and removal of equipment by lessee**

(b) The Lessee shall have the right at any time, upon forty-five 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 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 registered mail payable at par to the Lessor at his address for service of notices herein provided or by depositing to the Lessor's credit in the direct to Lessor at Box 2277, Kindersley, Sask. (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.

Mr. A  
87



CAVEAT

FILE: 370755 DODSLAND

TO the Registrar of the Saskatoon Land Registration District:

TAKE NOTICE that

Murphy Oil Company Ltd.,  
a body corporate,  
of the City of Calgary,  
in the Province of Alberta,  
(hereinafter called the "Caveator" and/or "Lessee")

is claiming an interest, by virtue of a Surface Lease dated the 22nd day of December, A.D. 1987 and made between

Margaret Getz  
of Kindersley  
in the Province of Saskatchewan  
(hereinafter called the "Lessor")

and the Caveator, a copy of which said Agreement is marked Exhibit "A" and is attached to and forms a part of this Caveat, in the following lands, that is to say:

The North East Quarter of Section Twenty-Five (25)  
in Township Thirty-One (31)  
in Range Twenty-Two (22)  
West of the Third Meridian,

in the Province of Saskatchewan, in the Dominion of Canada, containing One Hundred and Sixty (160) acres, more or less.

Minerals in the Crown

being lands described in the Certificate of Title No. 78-S-44735 and standing in the register in the name of Margaret Getz and it forbids the registration of any transfer or other instrument affecting such land or the granting of a Certificate of Title thereto, except subject to the claim herein set forth.

Our address is:

P.O. Box 2721, Station "M"  
Calgary, Alberta T2P 3Y3

and our address for service of Notices and Processes in Saskatchewan is:

c/o MacPherson, Leslie & Tyerman  
2161 Scarth Street  
Regina, Saskatchewan S4P 2V4

DATED THIS 31 DAY OF December, A.D. 19 87

MURPHY OIL COMPANY LTD.

WITNESS M. Bay

ATTORNEY Amurray





AFFIDAVIT

CAVEAT

CANADA )  
PROVINCE OF SASKATCHEWAN )  
TO WIT: )

I, Allan K. Murray, of the City of Calgary,  
in the Province of Alberta,  
Agent for Murphy Oil Company Ltd.

TO THE COURT  
AND THE OFFICE

MAKE OATH AND SAY:

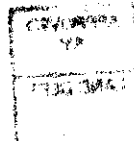
1. THAT the allegations in the attached Caveat are true in substance and in fact, to the best of my knowledge, information and belief.
2. THAT the claim mentioned in the above Caveat is not to the best of my knowledge, information, and belief founded upon a writing or a written order, contract, or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in Section 151 of the Land Titles Act.

SWORN before me at  
the City of Calgary  
the Province of Alberta  
this *26* day of *JANUARY*  
A.D., 1988

*Megan Low*

A Commissioner for Oaths  
without Saskatchewan  
My Commission expires  
July 31, 1988

*Allan K. Murray*  
ALLAN K. MURRAY - AGENT



AFFIDAVIT OF EXECUTION BY ATTORNEY

CANADA)

I, Monica L. Billings, of the City of  
Calgary, in Province of Alberta, Secretary,  
make oath and say:

PROVINCE OF SASKATCHEWAN)

TO WIT:)

1. That I was personally present and did see Allan Kent Murray, Attorney for Murphy Oil Company Ltd. named in the annexed instrument, who is personally known to me to be duly appointed Attorney for Murphy Oil Company Ltd. named therein, duly sign and execute same for the purposes named therein.
2. That same was executed at the City of Calgary, in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said Allan Kent Murray, and he is, in my belief, of the full age of twenty-one years.

Sworn before me by the above named  
deponent at the City of Calgary, in  
the Province of Alberta, this 31  
day of December, A.D., 1987 )

Megan E. Low )  
Megan E. Low  
A Commissioner for Oaths  
without Saskatchewan  
My Commission Expires  
July 31, 1988 )

Monica L. Billings

~~88 S 00653~~  
88 S 03647

RECEIVED  
JAN 31 1938  
This instrument received  
No. \_\_\_\_\_ is REJECTED

AFFIDAVIT OF EXHIBITION BY ATTORNEY

I certify that the within instrument is duly  
Entered and Registered in the Land Titles  
Office for the Saskatchewan Land Registration  
District at Saskatoon in the Province of  
Saskatchewan on the 1st day of Feb  
A.D. 1938 as Number 8503647  
Registrar  
S.L.R.D.

*Agasson*

AGREEMENT REVIEWING AND  
REDETERMINING COMPENSATION

THIS AGREEMENT made as of the 4th day of October, 2023.

BETWEEN:

Bonnie Mcara & Lavina O'Neill (herein the "Lessor")

-and-

SCIL Resources Inc. (herein the "Lessee")

WHEREAS the Lessor and the Lessee are parties or successors in interest of parties to a certain Surface Lease dated the 22nd day of December, 1987, (herein the "Lease"), covering the following described lands:

NE Sec 25 Twp 31 Rge 22 W3 Extension 1  
Surface Parcel #203813962


Covering the well site and roadway located on legal subdivision 10

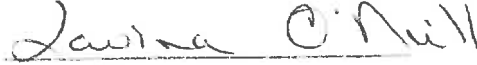
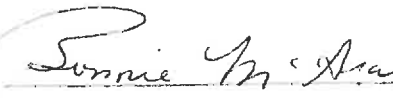
AND WHEREAS the parties hereto consider it desirable and expedient to modify the said Lease and to make a corresponding revision in the rent to be paid in respect thereof.

NOW THEREFORE THIS INDENTURE WITNESSETH that the parties hereto covenant and agree each with the other as follows:

1. With effect from the 4th day of October, 2023 the annual rental payable under the said lease shall be the sum of One Thousand Eight Hundred (\$1,800.00) Dollars, payable annually in advance of the anniversary date of each year of the term.
2. The next review of annual rental shall take place no sooner than 3 years from the date hereof.
3. Except as amended hereby, the said Lease is in all respects ratified and confirmed.
4. This Agreement shall be effective on, from and after the 4th day of October, 2023.

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

  
\_\_\_\_\_  
WITNESS

)   
) \_\_\_\_\_  
)   
) \_\_\_\_\_

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

SCIL RESOURCES INC.

Per: \_\_\_\_\_

Calgary	Case @		Murphy	WE 25-31-22-W3
Address	Nature of Instrument	Dup C of T W/inst Y or N	Sender	Land Description



Saskatchewan  
Justice

# Instrument Work Sheet

## 88S 35904

Is dup C. of T. in office? Yes <input type="radio"/> No <input checked="" type="radio"/>  Being returned to above addressee? Yes <input type="radio"/> No <input checked="" type="radio"/>  Is instrument registrable? <input checked="" type="radio"/> Yes <input type="radio"/> No  Circle correct answer.	<b>Fees</b>	<b>Encumbrances</b>		<b>Certificates, Notices, Required</b>	
	Total Fees <u>7.00</u>	Title	General Register	Type	Quantity
	Amt. Rec'd <u>A/c</u>			Abstract	
	Balance _____			G.R.C.	
				Uncertified Copy	- /
			Cert. Copy		
			Notices		

Titles Affected 78-5-44735

Remarks \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

BV  
Initials



P.O. BOX 2721  
CALGARY, ALBERTA  
T2P 3Y3  
1700, 800 - 6th AVENUE S.W.  
CALGARY, ALBERTA

June 7, 1988

Land Titles Office,  
P.O. Box 137,  
Saskatoon, Saskatchewan  
S7K 3K5

Gentlemen:

Re: Easement Agreement  
NE $\frac{1}{4}$  25 31-22-W3M  
Our File: 370774 Dodsland

Enclosed please find the subject Easement, in duplicate, for registration.

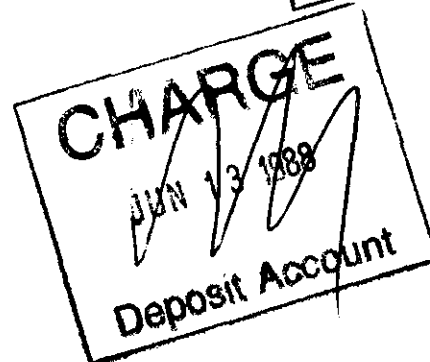
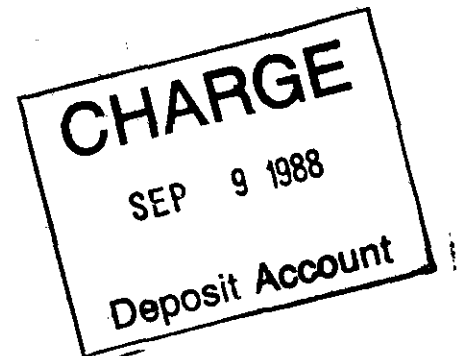
Following registration, please return one copy for our records along with a copy of the certificate of title affected.

Please deduct your fees from our account.

Yours very truly,  
MURPHY OIL COMPANY LTD.

Megan E. Low  
Land Department

/ml  
Enclosures



*Sept 6/88  
corrections have  
been initialled.  
Thank you.  
ml*

20.12

20.12

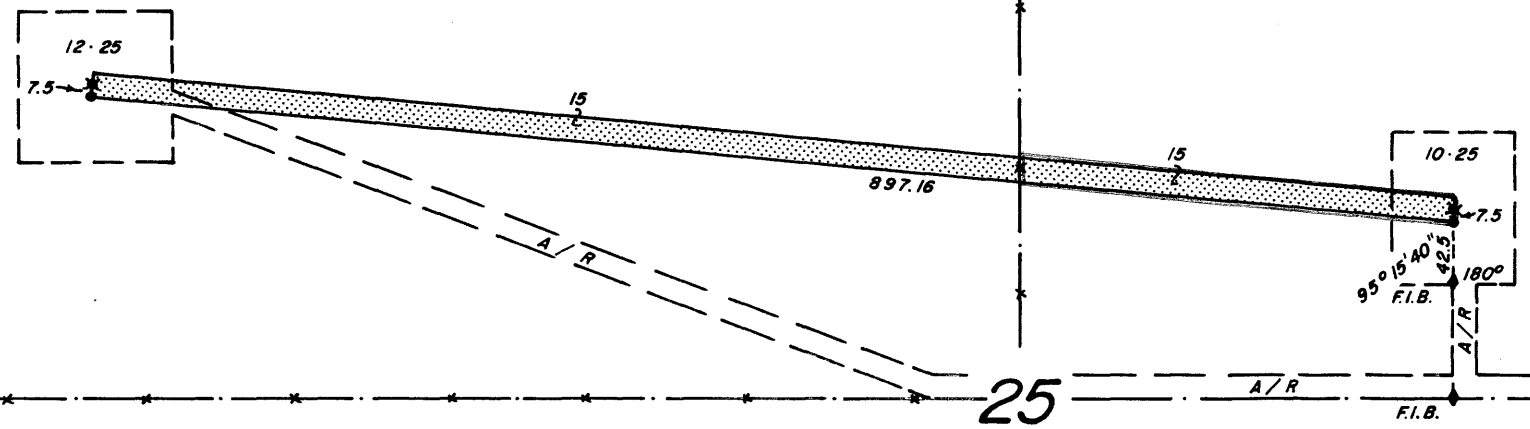
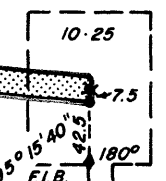
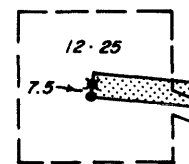
N.W. 1/4 · 25

N.E. 1/4 · 25

P A S T U R E

S T U B B L E

*h. J.*






20.12

20.12

# MURPHY OIL COMPANY LTD.

## 15m Flowline Right of Way N. 1/2 , Sec. 25, Tp. 31 , Rg. 22, W. 3 M.

SCALE = 1 : 5000

Portions referred to shown thus   
 Survey monuments found shown thus   
 Iron bars 1.5cm x 38cm planted shown thus 

I certify that the survey represented by this plan is correct and true to the best of my knowledge and was completed on the 3rd day of May 1988.

*B. D. Clarkson*  
 SASKATCHEWAN LAND SURVEYOR

*A. J. [Signature]*  
 Witness

MIDWEST SURVEYS (SASK) LIMITED



U - 5659

Areas:  
 N.E. 1/4 · 25 F/L R/W = 0.43 ha 1.07 (ac)  
 N.W. 1/4 · 25 F/L R/W = 0.91 ha 2.26 (ac)  
 TOTAL = 1.34 ha 3.33 (ac)

MURPHY OIL COMPANY LTD.

*[Signature]*



# Easement

I, Margaret Getz

of Dodsland in the Province of Saskatchewan, hereinafter called the "Grantor", being the registered owner of an estate in fee simple, subject however to such encumbrances, liens and interests as may be notified by memorandum underwritten in all that certain tract of land more particularly described as follows, namely:

The North East Quarter (NE $\frac{1}{4}$ ) of Section Twenty-five (25) Township Thirty-one (31) Range (22) West of the Third (3rd) Meridian.

in the Province of Saskatchewan as described in Certificate of Title No. ~~XXXXXXXX~~ 78-S-44735 registered in the Land Titles Office for the Saskatoon Land Registration District, hereinafter called the said lands.

In consideration of the sum of TEN Dollars (\$ 10.00)

(receipt of which is hereby acknowledged) paid to me by Murphy Oil Company Ltd. hereinafter called the "Grantee", and in consideration of the covenants herein contained DO HEREBY GRANT, CONVEY, TRANSFER AND SET OVER to and unto the Grantee, its successors and assigns for themselves, their servants, agents and contractor, a right-of-way across, over, under, on and through the said lands to construct a pipeline or lines including all pipe or pipes, pumps, valves, drips, cleanout traps, meters, connections, cathodic protection apparatus, communications systems, poles and any other equipment and appurtenances that the Grantee shall deem necessary, which notwithstanding any rule of law or equity shall at all times remain the property of the Grantee even though attached to the said lands, together with the right, license, liberty and privilege to enter upon the said lands in order to clear the said lands, conduct surveys, construct, operate, maintain, inspect, control, alter, improve, remove, reconstruct, replace and repair the said pipeline or lines and the said appurtenances thereto and hereby convenant and agree to the following terms and conditions:

1. The Grantee will deposit with the Registrar of the appropriate Land Titles Office a Plan of Survey of the right-of-way 15 metres feet in width across the said lands on or before one year from the date hereof, or should the Grantee not forward to me a plan showing the said right-of-way across the said lands outlined in red thereon, on or before one year from the date hereof the Grantee shall thereupon execute and register such documents as may be necessary to effect a termination of its rights under this instrument.
2. The Grantee having deposited or forwarded the plan as aforesaid, it shall cause to be registered such document as shall restrict this easement and the rights herein granted to the right-of-way shown upon such plan excepting the right of ingress and egress to and from the said right-of-way.
3. The Grantee shall pay to the Grantor or to those interested in the said land by encumbrance or occupation a sum calculated at the rate of ONE THOUSAND Dollars (\$ 1000.00) per acre of right-of-way across the said lands as shown on such plan, within a reasonable time of the registration of the said plan or at the time a copy of the plan is forwarded to the Grantor.
4. In addition to the monies payable under paragraph 3 hereof, the Grantee will pay to the Grantor compensation for all damages done to growing crops, fences, timber and livestock occurring as a result of the Grantee's operations and the Grantee will, as soon as weather and soil conditions permit, bury all pipelines and, insofar as it is practical to do so, restore the said lands to their condition prior to the Grantee's entry thereon.
5. The Grantee will pay all rates and taxes that may be assessed and levied from time to time against its interest in the said lands or in connection with its operations thereon.
6. The Grantor shall have the right to use and enjoy the right-of-way for any purpose except any use which would interfere with the rights herein granted to the Grantee and the Grantor shall not without the prior written consent of the Grantee first had and obtained excavate, drill, install, erect or permit to be excavated, drilled installed or erected on or under the right-of-way any pit, well, pipeline, foundation, pavement, building or other structure or installation or do any mining, quarrying, drilling or other work or activity of any nature on, in or under the right-of-way and the Grantor will at all times control, and if necessary cut down or root out all noxious weeds growing on the right-of-way.
7. The Grantor hereby covenants with the Grantee for quiet enjoyment; and shall do all acts and execute all such further assurances as may be required to give effect to the within grant.
8. This Easement Agreement shall be deemed to have created a covenant running with the land and these presents including all covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
9. For further clarification it is hereby declared that nothing herein shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the land comprising the right-of-way excepting only the parts thereof that are necessary to be dug, carried away or used in construction of the works of the Grantee.
10. All notices and payments to be made hereunder may be made by a letter addressed to the parties at the addresses stated immediately following their signatures hereto or such other address as the Grantor and the Grantee may respectively from time to time designate in writing and any such notices and payments shall be deemed to have been given to and received by the addressee three (3) days after mailing thereof, postage paid.
11. The Grantee shall at any time or from time to time have the right to quit-claim or surrender by appropriate instrument, all or part of the right or interest acquired by it hereunder and the Grantee may, but shall not be obligated to, remove all or any pipeline or lines, equipment or appurtenances which, under the provision hereof, the Grantee has installed or placed upon the easement herein granted, or part thereof which has been so surrendered.
12. The Grantee 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 Grantee 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.

IN WITNESS WHEREOF I, the Grantor, have hereunto set my hand and seal this 4th day of May A.D. 1988.

Signed by the said in the presence of

Robert F. Day  
Robert F. Day

Margaret Getz  
Grantor Margaret Getz

P.O. Box 2277  
Kindersley, Saskatchewan S0L 1S0  
Address

Grantor

Address



MURPHY OIL COMPANY LTD.

Per:

R.T. McLean  
R.T. McLEAN

D.R. Craig  
D.R. CRAIG  
ASSISTANT SECRETARY



AFFIDAVIT

CANADA  
PROVINCE OF SASKATCHEWAN  
TO WIT:

I, Robert F. Day of Lloydminster  
in the Province of Saskatchewan, Landman  
make oath and say:

1. That I am the right of way purchasing agent of the grantee named in the within easement.
2. That the lands described in the within instrument are required for the construction, maintenance and operation of an oil, gas, related hydrocarbons and/or water pipe line, and for the exercise of any rights and privileges arising under the within agreement.

SWORN before me at Lloydminster  
in the Province of Saskatchewan, Alberta,  
this 6 day of May  
A.D. 19 88.

*Robert F. Day*  
Robert F. Day

*Leahsa F. Fisher*

A Commissioner for Oaths ~~in and for~~ without  
the Province of Saskatchewan.  
My appointment expires 31 December, 19 Oct 1991

CONSENT TO EASEMENT BY PURCHASER(S) AND/OR OCCUPANT(S)

I, (We) Robert Getz  
of Dodsland in the Province of Saskatchewan  
being the ~~possessor~~ occupant(s) of the within lands by virtue of Agreement(s) dated the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19\_\_\_\_ DO HEREBY AGREE that all my (our) rights, interest and estate which are, or may be, affected by the above Easement shall be fully bound by all the terms and conditions thereof both now and henceforth.  
DATED at Kindersley in the Province of Saskatchewan, this 5th day of May, A.D. 19 88.

(Witness)

*Robert F. Day*

*Robert Getz*  
Robert Getz

(Purchaser)

(Occupant)

AFFIDAVIT OF EXECUTION

CANADA  
PROVINCE OF SASKATCHEWAN  
TO WIT:

I, Robert F. Day of the City  
of Lloydminster in the Province of Saskatchewan  
Landman, make oath and say:

1. That I was personally present and did see Margaret Getz named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. That the same was executed at City of Kindersley in the Province of Saskatchewan, and that I am the subscribing witness thereto.
3. That I know the said Margaret Getz and she is in my belief of the full age of twenty-one years.

SWORN before me at Lloydminster  
in the Province of Saskatchewan,  
this 6 day of May, A.D. 19 88.

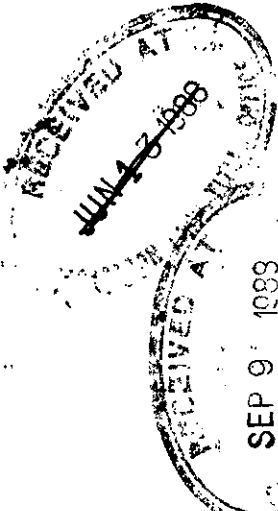
*Robert F. Day*  
Robert F. Day

*Leahsa F. Fisher*

A Commissioner for Oaths ~~in and for~~ without  
the Province of Saskatchewan.  
My appointment expires 31 December, 19 Oct 1991

78 S 35904

This instrument, received by No. 88 is REJECTED



Easement

certify that the within instrument is duly entered and registered in the Land Titles Office for the Saskatchewan Land Registration District at Saskatoon in the Province of Saskatchewan on the 9 day of Sept 19 88 as number 88-5-35904  
*Robert F. Day*  
Register-  
L.R.B.

MURPHY OIL COMPANY LTD.  
P.O. BOX 2721  
CALGARY, ALBERTA T2P 0M7

AFFIDAVIT OF EXECUTION

CANADA  
PROVINCE OF SASKATCHEWAN  
TO WIT:

I, Robert Day of the City  
of Lloydminster in the Province of Saskatchewan,  
Landman, make oath and say:

1. That I was personally present and did see Robert Getz named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. That the same was executed at City of Kindersley in the Province of Saskatchewan, and that I am the subscribing witness thereto.
3. That I know the said Robert Getz and he is in my belief of the full age of twenty-one years.

SWORN before me at Lloydminster  
in the Province of Saskatchewan, Alberta,  
this 6 day of May, A.D. 19 88.

*Robert F. Day*  
Robert F. Day

*Leahsa F. Fisher*

A Commissioner for Oaths ~~in and for~~ without  
the Province of Saskatchewan.  
My appointment expires 31 December, 19 Oct 1991

C A V E A T

TO the Registrar of the **Saskatoon** Land Registration District  
TAKE NOTICE that **Murphy Oil Company Ltd.**, a body corporate, of the City of  
**Calgary**, in the Province of **Alberta**, the Caveator,

Claiming an interest by virtue of an Easement dated the 15th day of **November**,  
**A.D.**, 1989 and made between **Margaret Getz**, as Lessor, and the Caveator, as  
Lessee, a copy of which said Agreement is marked Exhibit "A" and is attached to  
and made part of this Caveat.

in the following lands, that is to say:

The North East Quarter of Section Twenty-five (25), in Township Thirty-one (31),  
in Range Twenty-two (22), West of the Third Meridian, in the Province of  
Saskatchewan, in the Dominion of Canada, containing One Hundred and Sixty (160)  
acres, more or less. MINERALS IN THE CROWN.

being lands described in the Certificate of Title No. 78-S-44735 and standing in  
the register in the name of **Margaret Getz** and it forbids the registration of any  
transfer or other instrument affecting such land or the granting of a Certificate  
of Title thereto except subject to the claim herein set forth.

Our address is P.O. Box 2721, Postal Station "M", Calgary, Alberta T2P 3Y3 and  
our address for service of notices and processes in Saskatchewan is c/o  
**MacPherson, Leslie & Tyerman, Barristers & Solicitors**, P.O. Box 1305, Regina,  
Saskatchewan, S4P 3B9.

Dated this 27 day of **February**, A.D. 1990.

MURPHY OIL COMPANY LTD.

  
ERNE S. SPURGEON

AFFIDAVIT

CANADA } I, ROBERT F. DAY of Lloydminster  
PROVINCE OF SASKATCHEWAN } in the Province of Saskatchewan, Landman  
TO WIT: } make oath and say:

- 1. That I am the right of way purchasing agent of the grantee named in the within easement.
2. That the lands described in the within instrument are required for the construction, maintenance and operation of an oil, gas, related hydrocarbons and/or water pipe line, and for the exercise of any rights and privileges arising under the within agreement.

SWORN before me at Lloydminster in the Province of Saskatchewan, this 16 day of November A.D. 1989.

[Signature] ROBERT F. DAY

Katherine Maciejowski A Commissioner for Oaths without the Province of Saskatchewan. My appointment expires August 31, 1994.

CONSENT TO EASEMENT BY PURCHASER(S) AND/OR OCCUPANT(S)

I, (We) in the Province of being the purchaser(s) and/or occupant(s) of the within lands by virtue of Agreement(s) dated the day of A.D. 19. DO HEREBY AGREE that all my (our) rights, interest and estate which are, or may be, affected by the above Easement shall be fully bound by all the terms and conditions thereof both now and henceforth. DATED at in the Province of this day of A.D. 19.

(Witness) (Purchaser) (Occupant)

AFFIDAVIT OF EXECUTION

CANADA } I, ROBERT F. DAY of the City  
PROVINCE OF SASKATCHEWAN } of Lloydminster in the Province of Saskatchewan  
TO WIT: } Landman, make oath and say:

- 1. That I was personally present and did see MARGARET GETZ named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. That the same was executed at the District of Dodsland in the Province of Saskatchewan, and that I am the subscribing witness thereto.
3. That I know the said MARGARET GETZ and he is in my belief of the full age of twenty-one years.

SWORN before me at Lloydminster in the Province of Saskatchewan, this 16 day of November A.D. 1989.

[Signature] ROBERT F. DAY

Katherine Maciejowski A Commissioner for Oaths without the Province of Saskatchewan. My appointment expires August 31, 1994.

Easement

MURPHY OIL COMPANY LTD. P.O. BOX 2721 CALGARY, ALBERTA T2P 0M7

AFFIDAVIT OF EXECUTION

CANADA } I, of the  
PROVINCE OF SASKATCHEWAN } of in the Province of Saskatchewan  
TO WIT: } make oath and say:

- 1. That I was personally present and did see named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. That the same was executed at in the Province of Saskatchewan, and that I am the subscribing witness thereto.
3. That I know the said and he is in my belief of the full age of twenty-one years.

SWORN before me at in the Province of Saskatchewan, this day of A.D. 19.

A Commissioner for Oaths in and for the Province of Saskatchewan. My appointment expires 31 December, 19

# Easement

I, MARGARET GETZ

of Dodsland in the Province of Saskatchewan, hereinafter called the "Grantor", being the registered owner of an estate in fee simple, subject however to such encumbrances, liens and interests as may be notified by memorandum underwritten in all that certain tract of land more particularly described as follows, namely:

The North East Quarter of Section Twenty-five (25),  
in Township Thirty-one (31),  
in Range Twenty-two (22),  
West of the Third Meridian,  
in the Province of Saskatchewan, in the Dominion of Canada, containing  
One Hundred and Sixty (160) acres, more or less.  
MINERALS IN THE CROWN.

in the Province of Saskatchewan as described in Certificate of Title No. 78-S-44735  
registered in the Land Titles Office for the Saskatoon Land Registration District, hereinafter called the said lands:  
In consideration of the sum of Ten Dollars (\$ 10.00)

(receipt of which is hereby acknowledged) paid to me by Murphy Oil Company Ltd. hereinafter called the "Grantee", and in consideration of the covenants herein contained DO HEREBY GRANT, CONVEY, TRANSFER AND SET OVER to and unto the Grantee, its successors and assigns for themselves, their servants, agents and contractor, a right-of-way across, over, under, on and through the said lands to construct a pipeline or lines including all pipe or pipes, pumps, valves, drips, cleanout traps, meters, connections, cathodic protection apparatus, communication systems, poles and any other equipment and appurtenances that the Grantee shall deem necessary, which notwithstanding any rule of law or equity shall at all times remain the property of the Grantee even though attached to the said lands, together with the right, license, liberty and privilege to enter upon the said lands in order to clear the said lands, conduct surveys, construct, operate, maintain, inspect, control, alter, improve, remove, reconstruct, replace and repair the said pipeline or lines and the said appurtenances thereto and hereby covenant and agree to the following terms and conditions:

- The Grantee will deposit with the Registrar of the appropriate Land Titles Office a Plan of Survey of the right-of-way 15 M feet in width across the said lands on or before one year from the date hereof, or should the Grantee not forward to me a plan showing the said right-of-way across the said lands outlined in red thereon, on or before one year from the date hereof the Grantee shall thereupon execute and register such documents as may be necessary to effect a termination of its rights under this instrument.
- The Grantee having deposited or forwarded the plan as aforesaid, it shall cause to be registered such document as shall restrict this easement and the rights herein granted to the right-of-way shown upon such plan excepting the right of ingress and egress to and from the said right-of-way.
- The Grantee shall pay to the Grantor or to those interested in the said land by encumbrance or occupation a sum calculated at the rate of [REDACTED] per acre of right-of-way across the said lands as shown on such plan, within a reasonable time of the registration of the said plan or at the time a copy of the plan is forwarded to the Grantor.
- In addition to the monies payable under paragraph 3 hereof, the Grantee will pay to the Grantor compensation for all damages done to growing crops, fences, timber and livestock occurring as a result of the Grantee's operations and the Grantee will, as soon as weather and soil conditions permit, bury all pipelines and, insofar as it is practical to do so, restore the said lands to their condition prior to the Grantee's entry thereon.
- The Grantee will pay all rates and taxes that may be assessed and levied from time to time against its interest in the said lands or in connection with its operations thereon.
- The Grantor shall have the right to use and enjoy the right-of-way for any purpose except any use which would interfere with the rights herein granted to the Grantee and the Grantor shall not without the prior written consent of the Grantee first had and obtained excavate, drill, install, erect or permit to be excavated, drilled installed or erected on or under the right-of-way any pit, wall, pipeline, foundation, pavement, building or other structure or installation or do any mining, quarrying, drilling or other work or activity of any nature on, in or under the right-of-way and the Grantor will at all times control and if necessary cut down or root out all noxious weeds growing on the right-of-way.
- The Grantor hereby covenants with the Grantee for quiet enjoyment; and shall do all acts and execute all such further assurances as may be required to give effect to the within grant.
- This Easement Agreement shall be deemed to have created a covenant running with the land and these presents including all covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
- For further clarification it is hereby declared that nothing herein shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the land comprising the right-of-way excepting only the parts thereof that are necessary to be dug, carried away or used in construction of the works of the Grantee.
- All notices and payments to be made hereunder may be made by a letter addressed to the parties at the addresses stated immediately following their signatures hereto or such other address as the Grantor and the Grantee may respectively from time to time designate in writing and any such notices and payments shall be deemed to have been given to and received by the addressee three (3) days after mailing thereof, postage paid.
- The Grantee shall at any time or from time to time have the right to quit-claim or surrender by appropriate instrument, all or part of the right or interest acquired by it hereunder and the Grantee may, but shall not be obligated to, remove all or any pipeline or lines, equipment or appurtenances which, under the provision hereof, the Grantee has installed or placed upon the easement herein granted, or part thereof which has been so surrendered.
- The Grantee 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 Grantee 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.

IN WITNESS WHEREOF I, the Grantor, have hereunto set my hand and seal this 15th day of November A.D. 1989.

Signed by the said  
in the presence of

*Margaret Getz*  
Grantor

MARGARET GETZ  
Box 2277, Kindersley, Saskatchewan S0L 1S0  
Address

*Robert F. Day*  
Robert F. Day

Grantor

Address

## MURPHY OIL COMPANY LTD.



*[Signature]*  
VICE-PRESIDENT  
*[Signature]*  
ASSISTANT SECRETARY

A F F I D A V I T

CANADA )  
PROVINCE OF SASKATCHEWAN ) I, Ernie S. Spurgeon, of the City of  
TC WIT: ) Calgary, in the Province of Alberta,  
Agent for Murphy Oil Company Ltd.

MAKE OATH AND SAY:

- 1. THAT the allegations in the attached Caveat are true in substance and in fact, to the best of my knowledge, information and belief.
- 2. THAT the claim mentioned in the above Caveat is not to the best of my knowledge, information, and belief founded upon a writing or a written order, contract, or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in Section 151 of the Land Titles Act.

SWORN before me at Calgary, )  
in the Province of Alberta, )  
this 27 day of February )  
A.D., 1990 )

*Ernie S. Spurgeon*  
\_\_\_\_\_  
ERNIE S. SPURGEON - AGENT

*E. Corns*  
\_\_\_\_\_  
Elsie N. Corns )  
A Commissioner for Oaths )  
without Saskatchewan. )  
My Commission expires )  
December 31, 1994. )

I certify that the within instrument is duly  
Entered and Registered in the Land Titles  
Office for the Registration Land & P. Section  
District of Saskatchewan in the Province of  
Saskatchewan on the 5<sup>th</sup> day of March  
A.D. 1990 as Number 90S 03503



90 S 03503

  
**MURPHY**  
OIL COMPANY LTD.

P.O. BOX 2721  
CALGARY, ALBERTA  
T2P 3Y3  
1700, 800 - 6th AVENUE S.W.  
CALGARY, ALBERTA

TELEPHONE: (403) 294-8000  
TELECOPIER: (403) 290-1950

March 30, 1990

Saskatchewan Land Titles  
P.O. Box 137  
SASKATOON, Saskatchewan  
S7K 3K5

ATTENTION: Document Registration

Dear Sir/Madam:

RE: Caveat Registration  
NE 25-31-22 W3M  
Our File: 370782 DODSLAND

We enclose for your further handling duplicate copies of a Caveat for the above noted location, whereby Murphy Oil Company Ltd. claims an interest by virtue of a Surface Lease dated the 15TH day of November, 1989.

Upon registration, kindly return one copy of the aforementioned along with an uncertified copy of the Certificate of Title, to the attention of the undersigned. Please deduct your fees from our account.

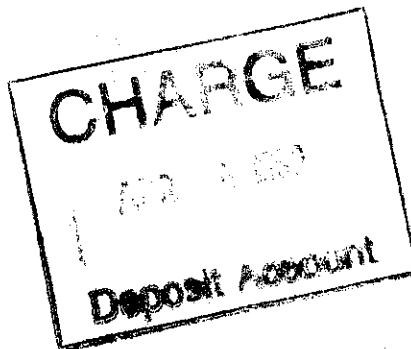
Yours very truly,

MURPHY OIL COMPANY LTD.



S. Patricia English  
Land Department

/spe  
enclosure



Calgary Can<sup>2</sup> - Murphy Oil NE 25-31-22W3  
 Address Nature of Instrument Dup. C. of T. W/inst. Y or N Sender Land Description



Saskatchewan Justice

# Instrument Work Sheet

90S 13235

Is dup C. of T. in office? Yes <input type="radio"/> No <input checked="" type="radio"/>  Being returned to above addressee? Yes <input type="radio"/> No <input checked="" type="radio"/>  Is instrument registrable? <input checked="" type="radio"/> Yes <input type="radio"/> No  Circle correct answer.	<b>Fees</b>	<b>Encumbrances</b>		<b>Certificates, Notices, Required</b>		
	Total Fees <u>100</u>	Title		General Register	Type	Quantity
	Amt. Rec'd <u>da</u>				Abstract	
	Balance _____				G.R.C.	
					Uncertified Copy <input checked="" type="checkbox"/>	1
				Cert. Copy		
				Notices <u>reg'd owner</u>	1	

Titles Affected 785-44735

Remarks

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*ab.*  
Initials

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

(c) The Lessee shall dig pits 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 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 years from the date hereof and at the end of each succeeding three year period. Such request shall be in writing and given to the other party at least thirty 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.

**Right of surrender and removal of equipment by lessee**

(b) The Lessee shall have the right at any time, upon forty-five 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 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 registered mail payable at par to the Lessor at his address for service of notices herein provided ~~only depositing with the Lessor in the~~ directly to the Lessor at Box 2277, Kindersley, Saskatchewan (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.



Notices by lessor and lessee

(g) Any notice required to be given to the parties hereto shall be deemed to have been given fifteen 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 2277, Kindersley, Saskatchewan S0L 1S0

LESSEE Box 2721, Calgary, Alberta T2P 3Y3

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 references there to 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

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 tenant and subject to the conditions, restrictions and covenants above set forth.

I, \_\_\_\_\_ wife of the above (or within) named \_\_\_\_\_ do hereby declare that I have executed this lease for the purpose of relinquishing all my rights in said homestead in favour of \_\_\_\_\_, in so far as may be necessary to give effect to this lease.

In witness whereof the Lessor has hereunto set his hand and seal and the Lessee ~~MURPHY OIL COMPANY LTD.~~ has caused its corporate seal to be hereunto affixed attested by the hands of its proper officers duly authorized in that behalf the day and year first above written.

(Note: Strike out the part that does not apply.)

Signed, sealed and delivered by the above named Lessor in the presence of

*Robert Day*

Witness

*Margaret Getz*  
Margaret Getz

Signed, sealed and delivered by the above named Lessee in the presence of

MURPHY OIL COMPANY LTD.

PER: *Ed Hagen*

VICE-PRESIDENT

*Robert Jones*

ASSISTANT SECRETARY

Witness



CERTIFICATE

I, \_\_\_\_\_, Judge of the District Court for \_\_\_\_\_, (or as the case may be), do hereby certify that I have examined \_\_\_\_\_, wife of \_\_\_\_\_ the owner in the within (or annexed) lease, separate and apart from her said husband, and she acknowledges to me that she signed the same of her own free will and consent and without any compulsion on the part of her husband and for the purpose of relinquishing her rights in the homestead in favour of \_\_\_\_\_, in so far as may be necessary to give effect to the within (or annexed) lease, and further that she was aware of what her rights in said homestead were.

I further certify that I have not, nor has my employer, partner or clerk, prepared the within (or annexed) lease, and that I am not, nor is my employer, partner or clerk otherwise interested in the transaction involved.

(Note: This form may be executed by a Judge of the District Court, Local Registrar of the Court of Queen's Bench, Registrar of Land Titles, or their respective Deputies, or a Solicitor, a Justice of the Peace or a Notary Public.)

**AFFIDAVIT**

CANADA  
PROVINCE OF SASKATCHEWAN  
To Wit:

I, ROBERT F. DAY, of the City  
of Lloydminster in the Province of Saskatchewan  
Landman, make oath and say as follows:  
(Occupation)

1. That I was personally present and did see MARGARET GETZ  
named in the within (or annexed) lease, who is personally known to me to be the person named therein, duly sign and  
execute the same for the purposes named therein.

2. That the same was executed at the District of Dodsland  
in the Province of Saskatchewan and that I am the subscribing witness thereto.

3. That I know the said MARGARET GETZ, and in my belief she is  
of the full age of eighteen years.

Sworn before me at the City of  
Lloydminster in the Province of  
Alberta this 16  
day of November 1989

*Robert F. Day*  
ROBERT F. DAY

*Kathecine Maciejowski*  
Commissioner for Oaths  
without the Province of Saskatchewan.  
My Commission expires August 31, 1994.

**AFFIDAVIT**

CANADA  
PROVINCE OF SASKATCHEWAN  
To Wit:

I, \_\_\_\_\_, of the \_\_\_\_\_  
of \_\_\_\_\_ in the Province of \_\_\_\_\_  
\_\_\_\_\_, make oath and say as follows:  
(Occupation)

1. I am the Lessor (or the agent acting under Power of Attorney in my favour dated the \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_\_, granted by the Lessor) named in the within (or annexed)  
lease, and I say that no part of the said land is my homestead (or the homestead of the Lessor), or has been my homestead  
(or the homestead of the Lessor, as the case may be) at any time.

OR

1. I am the Lessor (or the agent acting under Power of Attorney in my favour dated the \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_\_, granted by the Lessor) named in the within (or annexed) lease,  
and I say that I have (or such Lessor has) no wife.

OR

1. I am the Lessor (or the agent acting under Power of Attorney in my favour dated the \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_\_, granted by the Lessor) named in the within (or annexed) lease,  
and I say that my wife (or the wife of the Lessor) does not reside in Saskatchewan and has not resided therein at any time  
since the marriage.

Sworn before me at the \_\_\_\_\_ of  
\_\_\_\_\_ in the Province of  
\_\_\_\_\_ this \_\_\_\_\_  
day of \_\_\_\_\_ 19\_\_\_\_\_

Registrar, Commissioner, (or as the case may be).  
Commissioner for Oaths In and For the Province of Saskatchewan  
My Appointment Expires December 31, 19\_\_\_\_\_

EXHIBIT "A"

SASKATCHEWAN SURFACE LEASE

This lease made this 15th day of November 1989.

Between:

MARGARET GETZ of Dodsland in the Province of Saskatchewan (hereinafter called the "Lessor"), (Occupation)

MURPHY OIL COMPANY LTD. of Calgary in the Province of Alberta a corporate body (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:

North East Quarter of Section Twenty-five (25), in Township Thirty-one (31) Range Twenty-two (22), West of the Third Meridian in the Province of Saskatchewan, as more particularly described and set forth in Certificate(s) of Title No. 78-S-44735 of Record in the Land Titles Office for the Saskatoon Land Registration District (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 witnesses 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 or 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 years from the date hereof for the purpose of a well site for the drilling for petroleum and/or natural gas and the operation thereof and the taking of production therefrom with the right, liberty and privilege in, upon, under or across the demised premises, to lay down, construct, maintain, inspect, remove, replace, reconstruct and repair pipes, pipe lines and all structures and equipment necessary or incidental thereto for use in connection with the operations of the Lessee for which this lease is granted, and also for the purpose of a roadway, at the clear rent to be determined and payable in accordance with the laws and regulations of Saskatchewan in that regard the said rent which shall be deemed to include the factors enumerated in Section 24 of the Surface Rights Acquisition and Compensation Act, 1968, being as follows:

Payment in the first year by lessee

(a) for the first year the sum of Six Thousand dollars, (the receipt of which sum is hereby acknowledged), and which sum includes compensation in full for capital damage applied as follows:

- (i) Compensation for capital damage \$3600.00; (ii) Rent \$2400.00

Payment in subsequent years by lessee

(b) for each subsequent year the sum of Two Thousand Four Hundred 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.

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 years hereinbefore mentioned, then this lease shall be renewable for a further period of twenty-one 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 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.

C A V E A T

TO the Registrar of the Saskatoon Land Registration District  
TAKE NOTICE that Murphy Oil Company Ltd., a body corporate, of the City of  
Calgary, in the Province of Alberta, the Caveator,

Claiming an interest by virtue of a Saskatchewan Surface Lease dated the 15th day  
of November, A.D., 1989 and made between Margaret Getz, as Lessor, and the  
Caveator, as Lessee, a copy of which said Agreement is marked Exhibit "A" and is  
attached to and made part of this Caveat.

in the following lands, that is to say:

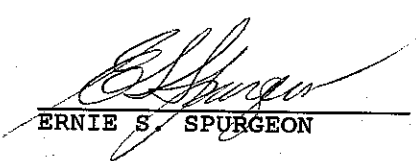
The North East Quarter of Section Twenty-five (25) in Township Thirty-one (31)  
in Range twenty-two (22) West of the Third Meridian in the Province of  
Saskatchewan, in the Dominion of Canada, containing One Hundred and Sixty (160)  
acres, more or less. MINERALS IN THE CROWN.

being lands described in the Certificate of Title No. 78-S-44735 and standing in  
the register in the name of Margaret Getz and it forbids the registration of any  
transfer or other instrument affecting such land or the granting of a Certificate  
of Title thereto except subject to the claim herein set forth.

Our address is P.O. Box 2721, Postal Station "M", Calgary, Alberta T2P 3Y3 and  
our address for service of notices and processes in Saskatchewan is c/o  
MacPherson, Leslie & Tyerman, Barristers & Solicitors, P.O. Box 1305, Regina,  
Saskatchewan, S4P 3B9.

Dated this 30<sup>th</sup> day of MARCH, A.D. 1990.

MURPHY OIL COMPANY LTD.

  
ERNIE S. SPURGEON



A F F I D A V I T

CANADA )  
PROVINCE OF SASKATCHEWAN )  
TO WIT: )


I, Ernie S. Spurgeon, of the City of  
Calgary, in the Province of Alberta,  
Agent for Murphy Oil Company Ltd.


MAKE OATH AND SAY:

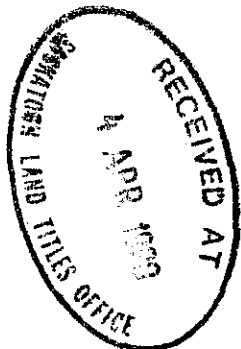
1. THAT the allegations in the attached Caveat are true in substance and in fact, to the best of my knowledge, information and belief.
2. THAT the claim mentioned in the above Caveat is not to the best of my knowledge, information, and belief founded upon a writing or a written order, contract, or agreement for the purchase or delivery of any chattel or chattels within the prohibition contained in Section 151 of the Land Titles Act.

SWORN before me at Calgary, )  
in the Province of Alberta, )  
this 30 day of MARCH )  
A.D., 1990 )

  
ERNIE S. SPURGEON - AGENT

  
Elsie N. Corns )  
A Commissioner for Oaths )  
without Saskatchewan. )  
My Commission expires )  
December 31, 1994. )

I certify that the within instrument is duly  
Entered and Registered in the Land Titles  
Office for the Saskatoon Land Registration  
District at Saskatoon in the Province of  
Saskatchewan on the 4 day of APR  
A.D. 1990 as Number 905-13235  
Registrar  
  
S. I. R. M.



90 S 13235

AGREEMENT REVIEWING AND  
REDETERMINING COMPENSATION

THIS AGREEMENT made as of the 4th day of October, 2023.

BETWEEN:

Bonnie Mcara & Lavina O'Neill (herein the "Lessor")

-and-

SCIL Resources Inc. (herein the "Lessee")

WHEREAS the Lessor and the Lessee are parties or successors in interest of parties to a certain Surface Lease dated the 15th day of November, 1989, (herein the "Lease"), covering the following described lands:

NE Sec 25 Twp 31 Rge 22 W3 Extension 1  
Surface Parcel #203813962

Covering the well site and roadway located on legal subdivision 15

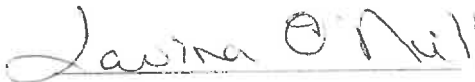
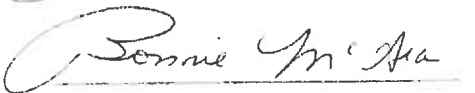
AND WHEREAS the parties hereto consider it desirable and expedient to modify the said Lease and to make a corresponding revision in the rent to be paid in respect thereof.

NOW THEREFORE THIS INDENTURE WITNESSETH that the parties hereto covenant and agree each with the other as follows:

1. With effect from the 4th day of October, 2023 the annual rental payable under the said lease shall be the sum of One Thousand Five Hundred (\$1,500.00) Dollars, payable annually in advance of the anniversary date of each year of the term.
2. The next review of annual rental shall take place no sooner than 3 years from the date hereof.
3. Except as amended hereby, the said Lease is in all respects ratified and confirmed.
4. This Agreement shall be effective on, from and after the 4th day of October, 2023.

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

  
\_\_\_\_\_  
WITNESS

)   
) \_\_\_\_\_  
)   
) \_\_\_\_\_

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

SCIL RESOURCES INC.

Per: \_\_\_\_\_

### SASKATCHEWAN SURFACE LEASE

THIS SURFACE LEASE MADE THIS 12 DAY OF MM, 2017.

BETWEEN:

**LAVINA O'NEILL,**  
of **EDMONTON**, in the Province of Alberta, **OF AN UNDIVIDED 1/2 INTEREST**

(hereinafter called the "Lessor")

- and -

**TEINE ENERGY LTD.**, a body corporate having its head office in the City 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 the exceptions, conditions, encumbrances and interests 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:

**Surface Parcel No. 119189661**  
**being the NE Quarter of Section 25**  
**in Township 31**  
**in Range 22**  
**West of the 3 Meridian, Saskatchewan, Extension 0**  
**as described in Certificate(s) of Title No(s) 142071410**

(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 SURFACE LEASE WITNESSETH THAT:

1. **Demised Premises, Compensation and Rentals**

The Lessor, in consideration of the sum of **One (\$1.00)** Dollar (receipt herein acknowledged) paid to the Lessor by the Lessee, and in consideration of the terms and conditions herein provided, does hereby lease to the Lessee all and singular those parts of the said Lands delineated in red on the sketch or plan annexed to this Surface Lease (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 any of the Lessee's operations including, without limitation, the exploration, development, production and transmission of oil, gas and related hydrocarbons or substances produced in association therewith, with the right, liberty and privilege in, upon, under or across the Demised Premises, to lay down, construct, maintain, inspect, remove, replace, reconstruct and repair pipes, pipelines, electrical lines and all structures and equipment necessary or incidental thereto, and also for the purpose of a roadway, subject to the payment of the following additional compensation:

**Payment in the first year by Lessee**

(a) for the first year the sum of [redacted] Dollars and which sum includes compensation in full for loss of use, adverse effect, severance, nuisance, noise, inconvenience and capital damage done to the said Lands and the Demised Premises, as allocated, as follows:

- (i) Compensation for capital damage----- (\$ [redacted] ) Dollars
- (ii) First year rental compensation----- (\$ [redacted] ) Dollars

**Payment in subsequent years by lessee**

(b) subject to the provisions hereinafter contained, for each subsequent year the sum of [redacted] Dollars payable annually in advance on the anniversary of the date hereof in each year during the currency hereof, which sum includes compensation in full for loss of use, adverse effect, severance, nuisance, noise, inconvenience and damage done to the said Lands and the Demised Premises.

2. **Non-Exercise of Rights Granted**

Notwithstanding the provisions of 1(a) or 1(b) set forth above if the Demised Premises are not entered upon, except for survey purposes, within 365 days of the date of this Surface Lease, the Lessee shall pay to the Lessor the sum of [redacted] Dollars for the right to survey and all other inconveniences and on the making of such payment this Surface Lease shall terminate. However, should the Lessee enter the Demised Premises for the purposes of the construction of a well site or roadway to conduct drilling operations or should the Lessee make payment of first year consideration as set forth in 1(a) above, within the said 365 day period, then the Lessee shall have full rights on the Demised Premises pursuant to the terms of this Surface Lease.

LO

3. **Lessor's Covenants**

The Lessor hereby covenants and agrees with the Lessee that:

**Taxes Payable by Lessor**

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

**Quiet Enjoyment**

- (b) The Lessor has good title to the said Lands and has good right and full power to lease the said Lands and grant the rights and privileges in the manner aforesaid, and the Lessee, upon observing and performing the covenants and conditions on the Lessee's part herein contained, shall and may peaceably possess and enjoy the Demised Premises and the rights and privileges hereby granted during the said term and any extension thereof without any interruption or disturbance from or by the Lessor or any other person claiming by, through or under the Lessor.

**Lessor's Use of Premises**

- (c) The Lessor shall not, without the prior consent of the Lessee, use or occupy the Demised Premises. Subject to the prior approval and consent of the Lessee, the Lessor may be permitted to use portions of the Demised Premises for normal farming operations undertaken by the Lessor provided that in so doing the Lessor agrees and undertakes to stay a safe and reasonable distance from any of the Lessee's structures, equipment or installations thereon and that any entry and use by the Lessor pursuant to such approval and consent shall be at the Lessor's sole risk and expense and the Lessor covenants and agrees to indemnify and save harmless the Lessee from any and all liabilities, damages, costs, claims, suits or actions caused by or resulting from the Lessor's use of any portion of the Demised Premises as aforesaid.

**Site Assessments and Restoration**

- (d) The Lessee shall have the right to conduct soil and water samples on the said Lands and to condition, maintain, reclaim and restore the surface of the Demised Premises during the term of the within Surface Lease.

4. **Lessee's Covenants**

The Lessee hereby covenants and agrees with the Lessor that:

**Fencing**

- (a) The Lessee will during the continuance of this Surface Lease, if it receives a reasonable request to do so from the Lessor, erect a good and substantial fence around any installations of the Lessee on the Demised Premises, and provide a proper livestock guard at any point of entry to, the Demised Premises. The Lessee will replace and repair any fences on the said Lands which it may have removed or damaged as a result of its operations.

**Taxes**

- (b) The Lessee will 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 Damages**

- (c) The Lessee will pay compensation for damage done by the Lessee to growing crops, fences, buildings or other improvements of the Lessor upon the said Lands other than the Demised Premises.

**Indemnity**

- (d) The Lessee will indemnify and save harmless the Lessor 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 of the Lessee on the Demised Premises, excepting those arising through the wilful acts or negligence by or on behalf of the Lessor.

**Reclamation**

- (e) The Lessee shall, upon the surrender of the whole or any portion of the Demised Premises, promptly restore the surface of the Demised Premises so surrendered as nearly as possible to its original condition in accordance with applicable laws and regulations; provided that where the Demised Premises or any portion thereof was treed prior to entry or was otherwise in a natural state, the Lessee may, at its option, return the Demised Premises or such portion thereof to the Lessor in a state equivalent to newly broken land or better.

**Topsoil**

- (f) The Lessee agrees, unless otherwise requested by the Lessor, to strip, conserve and preserve the topsoil from those portions of the Demised Premises to be excavated by the Lessee or upon which a permanent roadway is to be constructed, having regard to good soil conservation practices, and upon completion of its operations to return such topsoil on the Demised Premises to a depth reasonably similar to those conditions existing prior to the commencement of the initial construction by the Lessee.

**Weeds**

- (g) The Lessee will control all weeds on the Demised Premises, but in so doing will not use a soil sterilant without the written consent of the Lessor. The Lessee may use commonly accepted herbicides and weed sprays.

**Construction of Ditches and Approaches Where Required**

- (h) The Lessee shall construct any roadway established by the Lessee on the Demised Premises with shallow ditches (unless topography of the said Lands dictates otherwise) where required and, if necessary, with a reasonable number of approaches in order that the Lessor may cross such roadway with farm machinery in moving from one field in the said Lands to another field that lies across the roadway.



**Culverts**

- (i) The Lessee shall construct and maintain such culverts and other structures on the Demised Premises as may be reasonably required to ensure the unimpeded flow of water through natural drainage courses.

**Cement Returns**

- (j) The Lessee shall bury all cement returns from its operation on the Demised Premises to a minimum depth of 1.2 meters, all in accordance with all applicable laws and regulations of Saskatchewan.

**Abandonment**

- (k) Upon abandonment of any well drilled by the Lessee on the Demised Premises, the Lessee shall cause such well to be plugged and all excavations in connection therewith to be filled and completed in accordance with all applicable laws and regulations of Saskatchewan.

**5. Mutual Covenants**

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

**Review of Rental**

- (a) Notwithstanding anything contained in this Surface Lease, upon the request of either party to this Surface Lease, the amount of annual rental 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 shall be given to the other party within three (3) months before or within three (3) months after the date of commencement of the period in respect of which the review of rent is sought. In case of disagreement as to the amount of rent to be payable or any other matter in connection therewith, the same shall be determined by the Board of Arbitration appointed pursuant to *The Surface Rights Acquisition and Compensation Act*.

**Surrender**

- (b) Subject to the provisions of clause 4(e) hereof, the Lessee shall have the right at any time, by giving written notice to the Lessor to that effect, to surrender and terminate this Surface Lease effective as at a date to be specified in such notice. Provided that if no date is specified in such notice, then the effective date of the surrender shall be the day before the following anniversary date of the within Surface Lease. There shall be no refund to the Lessee of any rental which may have been paid in advance.

**Reduction in Acreage**

- (c) The Lessee may, from time to time and at any time, surrender any portion of the Demised Premises by written notice to the Lessor. Such notice shall be accompanied by a plan of the portion or portions of the Demised Premises which are to be retained by the Lessee, and upon receipt of such notice the plan attached thereto shall be deemed to be the new plan annexed and the term "the Demised Premises" shall thereafter include only the portion of the said Lands retained by the Lessee pursuant to the provisions of this clause. Upon the surrender of a portion of the Demised Premises the rental payable hereunder shall be no less than the amount payable immediately prior to the surrender being made, provided that on a review of rent pursuant to the provisions of subclause 5(a) the future rent to be thereby determined shall only be calculated on the basis of the reduced area of the Demised Premises remaining subject to this Surface Lease.

**Removal of Equipment**

- (d) The Lessee shall retain all property rights in and shall have the right at all times during the continuance of this Surface Lease to remove or cause to be removed from the Demised Premises all buildings, structures, fixtures, casing in wells, pipelines, materials and equipment of whatsoever nature or kind which the Lessee may have placed in, on or under the Demised Premises.

**Discharge of Encumbrances**

- (e) The Lessee shall have the option to pay or discharge all or part of any balance owing under any agreement for sale or mortgage, or of any tax, charge, lien or encumbrance of any kind or nature whatsoever which may now or hereafter exist on or against or in any way affect the said Lands, and in that event the Lessee shall be subrogated to the rights of the holder or holders thereof and shall have, in addition thereto, the option to be reimbursed by applying the amounts so paid to the rent or other sums accruing to the Lessor under the terms of this Surface Lease.

**Digging of Pits**

- (f) During any drilling operations, the Lessee shall dig pits or have adequate metal reservoirs and shall deposit therein the mud and sludge resulting from such drilling operations and shall not permit the same to escape onto portions of the said Lands adjoining the Demised Premises and the Lessee shall be permitted to dispose of such mud and sludge on the Demised Premises in accordance with all applicable laws and regulations of the Province of Saskatchewan.

**Assignment by Lessor**

- (g) The Lessor may transfer, assign or convey to other persons or corporations, all of the powers, rights, privileges and interests obtained by or conferred upon the Lessor hereunder and that upon any such transfer, assignment or conveyance the Lessor shall be released from any and all claims, causes of action, damages or other matter or thing arising from or after the date of such transfer, assignment or conveyance out of or in connection with this Surface Lease. Provided always that no transfer, assignment or conveyance by the Lessor shall be effective or binding upon the Lessee until the Lessee has received a written notice of same, which notice shall include the name and address of the transferee or assignee. Upon the Lessee receiving notice that the Lessor has ceased to be the registered owner of the said Lands or upon the Lessee receiving a notice of assignment as aforesaid, the Lessee shall terminate any further payments to the Lessor hereunder.

**Assignment by Lessee**

- (h) The Lessee may delegate, transfer, assign or convey to other persons or corporations, all or any of the powers, rights, privileges 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. It is understood and agreed that upon any such delegation, transfer, assignment or conveyance hereunder, the Lessee shall be released from any and all claims, causes of actions, damages or any other matter or thing arising from or after the date of such delegation, transfer assignment or conveyance out of or in connection with this Surface Lease. No delegation, transfer, assignment or conveyance by the Lessee shall be effective or binding upon the Lessor until the Lessor has received a written notice of same, which notice shall include the name and address of the delegee, transferee or assignee.

**Renewal**

- (i) If the Lessee is not in default in respect of any of the covenants and conditions contained in this Surface Lease at the date of expiration of the term of 21 years hereinbefore mentioned, then this Surface Lease shall be automatically renewed for a further term of 21 years commencing on the day following the expiration of the aforesaid term at an annual rental calculated from time to time as herein provided for that portion of the term subsequent to the first year thereof as was applicable prior to the expiration of the preceding term. Such renewal and extended term shall be subject to all the provisions of this Surface Lease, including this provision for automatic renewal of this Surface Lease.

**Default**

- (j) Neither the Lessor nor the Lessee shall be considered in default in the performance of their respective obligations under this Surface Lease to the extent that the performance of such obligations, or any of them, is prevented or delayed by any cause or circumstances which are beyond the reasonable control of the party obliged to perform. In no event shall the Lessee be considered to be in default of the performance of any of its covenants or obligations under this Surface Lease, including the payment of rental, unless and until the Lessor shall have notified the Lessee in writing of such default. Following receipt of such notice of default, the Lessee shall within a reasonable period of time remedy or commence action to remedy such default and thereafter diligently continue to complete such remedial action.

**Notification of change of ownership**

- (k) 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 Surface 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.

**Notices by Lessor and Lessee**

- (l) All notices or other written communications required or permitted to be given hereunder shall be in writing and may be delivered personally or, except during periods of postal disruption, by registered mail, postage prepaid, to the party to whom the notice is to be given. All such notices shall be addressed to the party to whom it is directed at the following addresses:

To the Lessor: 8815 – 158 Avenue NW  
Edmonton, Alberta  
T5Z 3E1

To the Lessee: 2300, 520 - 3rd Avenue SW  
Calgary, Alberta  
T2P 0R3

Any party may at any time change its address hereunder by giving written notice of such change of address to the other party in the manner specified in this clause. Any notice given hereunder by personal delivery shall be deemed to have been given and received on the day of delivery, and if given by registered mail, shall be deemed to have been given and received on the date which is seven (7) days after the date of the mailing thereof, provided that if a notice is so mailed and prior to the expiration of the time period after which such notice is deemed to be given and received by the addressee, there exists a disruption of postal services, then such notice shall not be deemed to be given and received until the expiration of seven (7) days following the resumption of postal service.

**Payments**

- (m) Any payments permitted or required to be made pursuant to this Surface Lease shall be made by cheque or bank draft and may be delivered personally or by registered mail, postage prepaid, to the party to whom such payment is to be made at the address of such party as set forth above in clause (l). Any payment made by personal delivery shall be deemed to have been received and paid on the day of delivery, and if forwarded by registered mail, shall be deemed to have been received and paid on the date which is seven (7) days after the date of mailing thereof.

**Compliance with Laws**

- (n) The Lessor and Lessee shall comply with all applicable laws and regulations of the Province of Saskatchewan as may be in force from time to time pertaining to their respective activities on the said Lands.

**Saskatchewan Law**

- (o) This Surface Lease shall for all purposes be construed according to the laws of the Province of Saskatchewan.

**Successors and Assignees**

- (p) This Surface Lease and everything herein contained shall enure to the benefit of and be binding upon the Lessor, his heirs, executors, administrators, successors and assigns and upon the Lessee, its successors and assigns. References to the terms "Lessor" and "Lessee" in the singular number and masculine gender shall also include the plural number and feminine or neuter gender where the context so requires.

**Payment of Rental**

(q) Any rental or payment required to be made to the Lessor by the Lessee hereunder may be made by personal delivery of such payment to the Lessor or by depositing the same to the Lessor's credit at a chartered bank, credit union or other depository as the Lessor may have directed or by mailing the same to the Lessor at the Lessor's address for service of notices as herebefore set forth or at the address of the chartered bank, credit union or other depository as so directed and designated by the Lessor, from time to time, and in either event any payment so forwarded by mail shall be deemed to have been received seven (7) days after the date of mailing thereof, notwithstanding any disruption of postal services.

**Time of the Essence**

(r) Time shall be in every respect of the essence of this Surface Lease.

**Additional Terms**

(s) Any additional terms, expressed or implied, shall be of no force or effect unless made in writing and agreed to by the Lessor and the Lessee and attached to this Surface Lease as a Schedule "A" whereupon it shall be incorporated herein.

**Meaning of "Lessor" and "Lessee"**

(t) 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 (and neuter in the case of corporation) gender, when the context so requires, and all covenants shall be construed as being joint and several.

**Personal Information Consent**

(u) The Lessor hereby consents to the collection, use, retention and disclosure of personal information provided by the Lessor to the Lessee in connection with this Surface Lease, for any and all purposes and uses as permitted or contemplated under this Surface Lease and as may be required to comply with any legal requirements pursuant to any litigation or arbitration or as otherwise deemed appropriate in connection with any of the activities undertaken or contemplated by the Lessee in connection with its business and operations, including, without limitation, the evaluation, negotiation and review of surface agreements and compensation with respect to such agreements by the Lessee and its agents.

**Non-Resident Status**

(v) Each Lessor represents that he or she is not a non-resident of Canada within the meaning of the Income Tax Act (Canada), and that if the Lessor's status for income tax purposes changes, the Lessor will promptly notify the Lessee in writing. Subsequent to such notification, any payment made by or on behalf of the Lessee to the Lessor under this Lease will be made net of any deduction or withholding as required by the Income Tax Act (Canada) or any other applicable law.


**Acceptance by Lessee**

(w) The Lessee, does hereby accept this Surface Lease of the Demised Premises, to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants above set forth.

IN WITNESS WHEREOF the Lessor has hereunto set his/her/their hand(s) and seal(s) and the Lessee has caused its corporate seal to be hereunto affixed attested to by the hand(s) of its proper officer(s) duly authorized in that behalf the day and year first above written.

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

\_\_\_\_\_  
Witness: Aron Klassen

*Lavina O'Neill*  
LAVINA O'NEILL 

**TEINE ENERGY LTD.**

Per: \_\_\_\_\_  
Jim Thomson  
Vice President, Land

**CONSENT OF NON-OWNING SPOUSE**

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 Teine Energy Ltd. to the extent necessary to give effect to this Surface Lease.

\_\_\_\_\_  
Signature of Non-Ownning Spouse

**CERTIFICATE OF ACKNOWLEDGEMENT**

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 acknowledged 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 agreement and that I am not, nor is my employer, partner or clerk, otherwise interested in the transaction involved.

\_\_\_\_\_  
A NOTARY PUBLIC in and for the Province of Saskatchewan  
My appointment expires:

(or) Being a Solicitor

*(Note: This form may be executed by a Judge of the District court, Local Registrar of the Court of Queen's Bench, Registrar of Land Titles, or their respective Deputies, or a Solicitor, a Justice of the Peace or a Notary Public.)*

THE HOMESTEADS ACT AFFIDAVIT

CANADA  
PROVINCE OF SASKATCHEWAN  
TO WIT:

I, **LAVINA O'NEILL**, of **EDMONTON**, in the Province of Alberta, make oath and say that:

- 1. I am the lessor (or duly appointed agent acting under a Power of Attorney for \_\_\_\_\_, dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, granted by the lessor in my favour and I am acquainted with the facts) named in the within disposition.
- 2. My spouse and I (or the lessor and his or her spouse) have not occupied the land described in this disposition as our (or their) homestead at any time during our (or their) spousal relationship.

-or-

~~2. I have (or the lessor has) no spouse.~~

-or-

~~2. My spouse (or the spouse of the lessor) is a registered owner of the land that is the subject matter of this disposition and a co-signator of this disposition.~~

-or-

~~2. My spouse and I (or lessor and the spouse of the lessor) have entered into an interspousal agreement pursuant to *The Family Property Act* in which my spouse has specifically released all his or her homestead rights in the land that is the subject matter of this disposition.~~

-or-

~~2. An order has been made by Her Majesty's Court of Queen's Bench for Saskatchewan/Unified Family Court pursuant to *The Family Property Act* declaring that my spouse (or the spouse of the lessor) has no homestead rights in the land that is the subject matter of this disposition and (the order has not been appealed and the time for appealing has expired) or (all appeals from the order have been disposed of or discontinued).~~

Sworn before me at the City of Edmonton,  
in the Province of Alberta, this 12  
day of MM, 2017.

Lavina O'Neill  
**LAVINA O'NEILL**

\_\_\_\_\_  
A Commissioner for Oaths for Saskatchewan

Aron Klassen  
My Appointment Expires October 31, 2021

AFFIDAVIT OF EXECUTION

CANADA  
PROVINCE OF SASKATCHEWAN  
TO WIT:

I, Aron Klassen, of Lloydminster, in the Province of Alberta, Land Agent, make oath and say:

- 1. THAT I was personally present and did see **LAVINA O'NEILL**, named in the within (or annexed) agreement, who is/are personally known to me to be the person(s) named therein, duly sign, seal and execute the same for the purposes named therein.
- 2. THAT the same was executed at the **CITY** of **EDMONTON**, in the Province of Alberta, on the 12 day of MM in the Year 2017, and that I am the subscribing witness thereto.
- 3. THAT I know the said **LAVINA O'NEILL**, and in my belief he/she is (they are each) eighteen years of age or more.

Sworn before me at the City of Lethbridge,  
in the Province of Alberta, this 17  
day of May, 2017.

\_\_\_\_\_  
Aron Klassen

\_\_\_\_\_  
A Commissioner for Oaths for Saskatchewan  
**TYLER DAVID LOWE**  
MY APPOINTMENT EXPIRES  
SEPTEMBER 30, 2019



36

31·22·3

E 1/4 36  
FIP Mr.

Teine  
15.00 A/R

10.00 P/L R/W  
Plan  
by Meridian  
(Teine)

Teine  
15.00 A/R

10.00 P/L R/W  
Plan  
by Meridian  
(Teine)

Teine  
8-36  
SK0099686

L.S. 7	L.S. 8
L.S. 2	L.S. 1

358° 25' 30"  
1/2 Mile = 805.27

Rge.22

Rge.21

20.12 Government Road Allowance

(Low Grade Dirt Road)

SCALE 1: 5000



REVISION  
0

SHEET 2 of 6

Job No.: 17-0075A

TEINE DODSLAND N HZ. 3D16-25-4A3-31-31-21

MILLENNIUM GEOMATICS

To FIP  
NE 26

1474.46 (To NE 26)  
268° 30' 05"

1/2 Mile = 807.14

Low Area (Wet)  
Low Area (Wet)

50.0 South  
(Surface)

Pasture

NE 25  
FIP Mr.

RP1

SCIL  
15-25  
SK0042629

SCIL  
20.00 A/R

Cultivation

109.9 West  
(Surface)

SEE  
DETAIL  
SHEET 4

15.00 Flowline R/W  
(SCIL)

L.S. 15	L.S. 16
L.S. 10	L.S. 9

178° 25' 20"  
762.91

1/2 Mile = 805.34

20.12 Government Road Allowance

(Low Grade Dirt Road)

15.00 Flowline R/W  
(SCIL)

15.00 Flowline R/W  
(SCIL)

10.00 P/L R/W  
Plan  
by Meridian  
(SCIL)

SCIL  
10-25  
SK0039147

SCIL  
15.00 A/R

E 1/4 25  
FIP cs

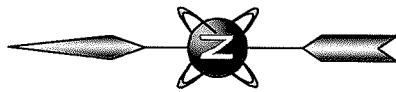
RP2

25

31·22·3

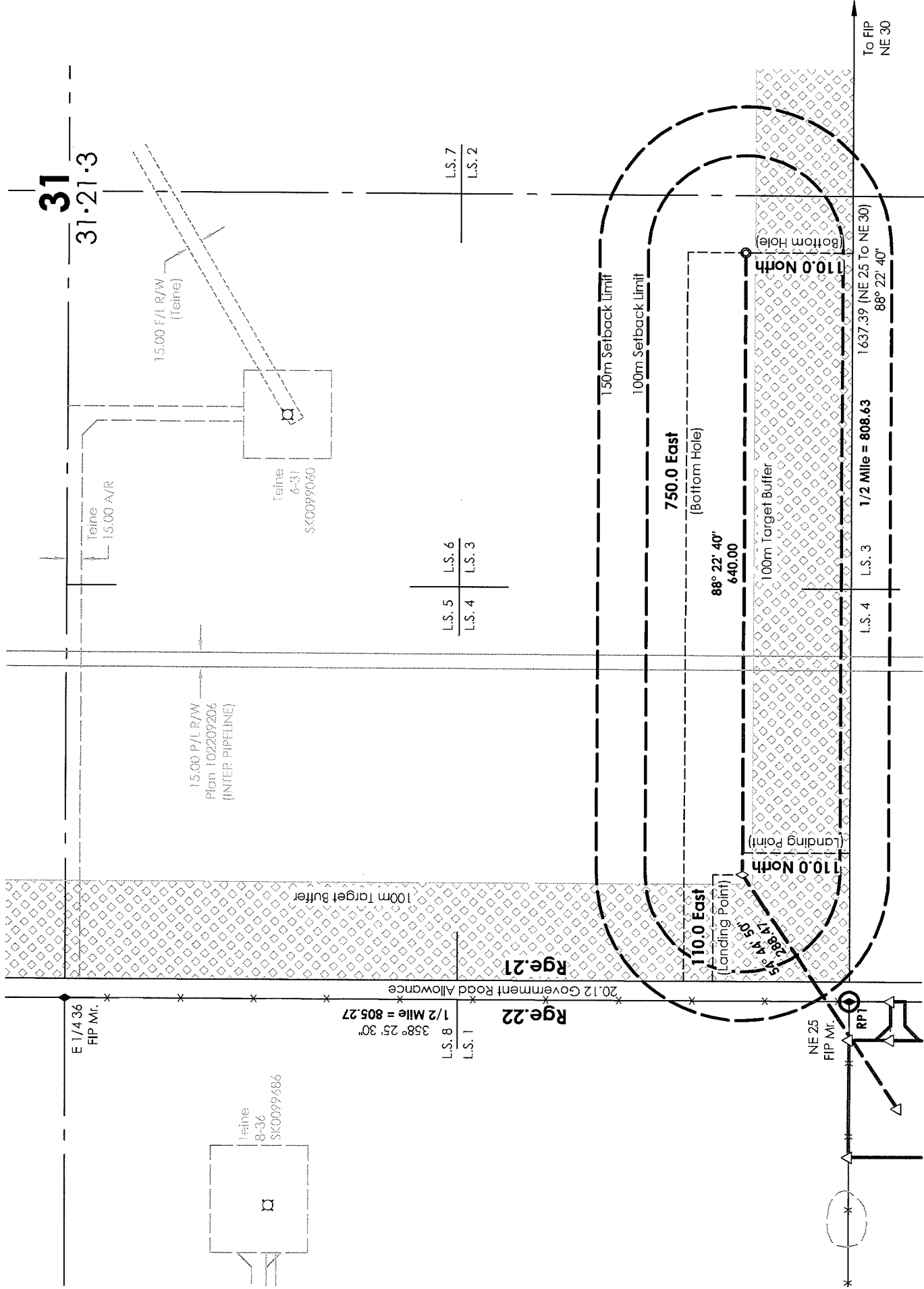
SCIL  
15.00 A/R





31

31-21-3



SCALE 1: 5000



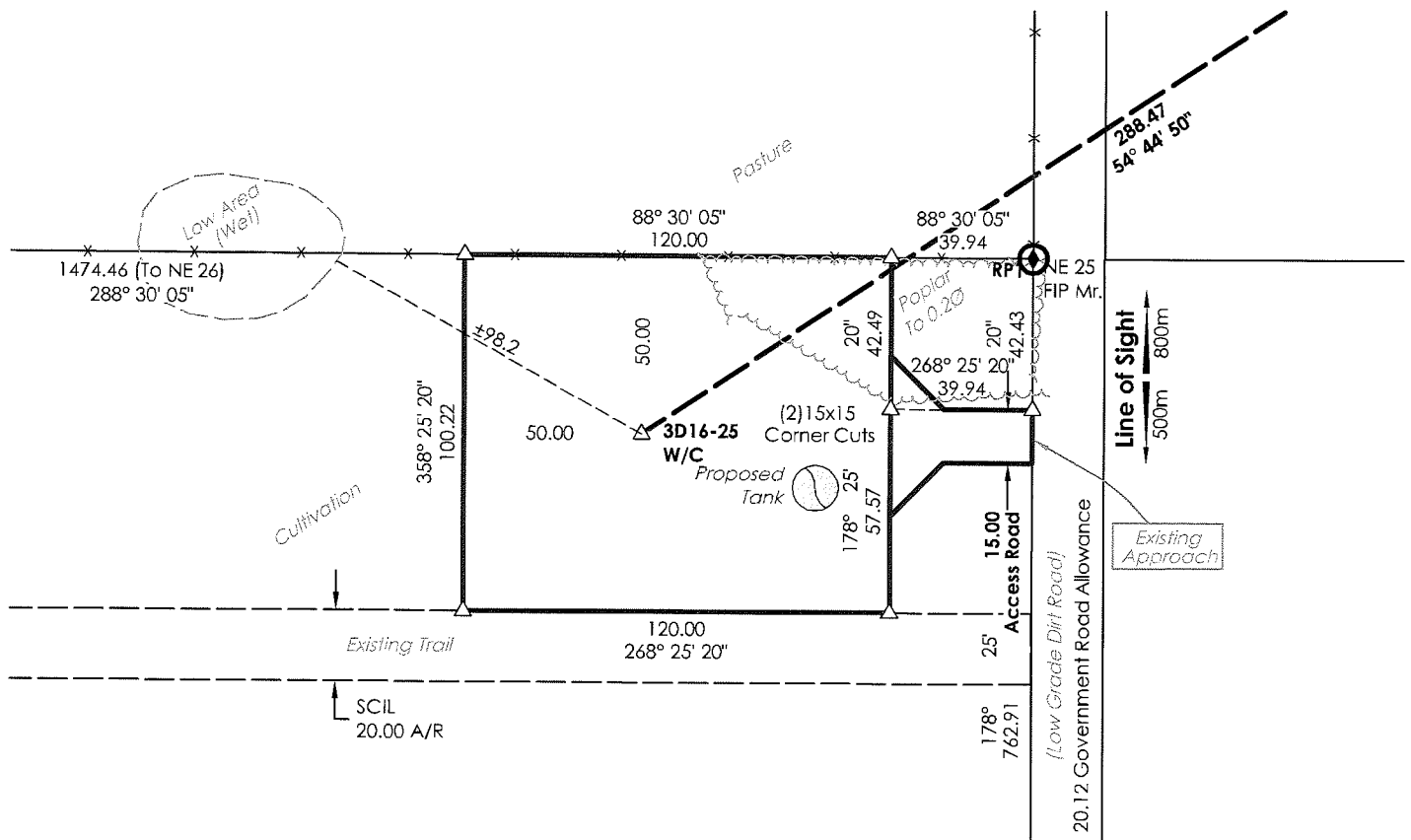
REVISION 0

JOB No.: 17-0075A SHEET 3 of 6

TEINE DODSLAND N RT 3D1 6-25-4A3-31-31-21

MILLENNIUM GEOMATICS





DETAIL  
SCALE 1:2000



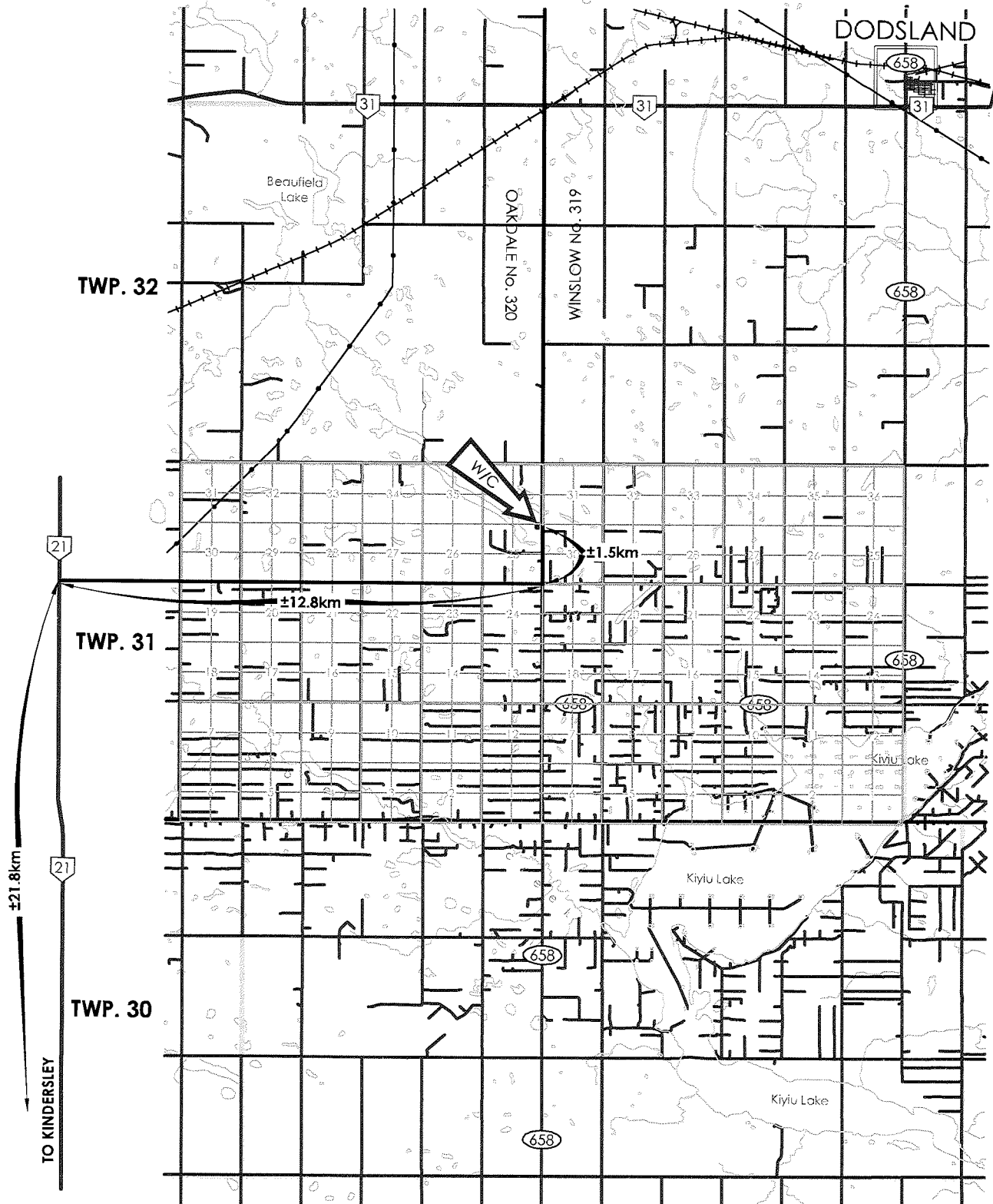
This plan represents the best available information at the time of survey. Millennium Geomatics and its employees take no responsibility for the location of any underground conduits, pipes or other facilities whether shown or omitted from this plan. An additional search for specific buried facilities should be performed by the respective authorities just prior to construction.  
**PRIOR TO CONSTRUCTION ALL BURIED FACILITIES MUST BE LOCATED BY THE RESPECTIVE AUTHORITY.**

SASK POWER } SASKATCHEWAN FIRST CALL  
 SASK TEL } 1-866-828-4888  
 SASK ENERGY }

RGE.22 W.3Mer.

RGE.21 W.3Mer.

DODSLAND



**ROUTE MAP**  
SCALE 1:150 000

**100m DRILL PATH SET BACK LIMIT AFFECTED LSD'S**

LSD 2,3,4-31-31-21-3

**150m DRILL PATH SET BACK LIMIT AFFECTED WELLS**

**UNCONFIRMED INTERESTS**

Location	Holder	Interest Register

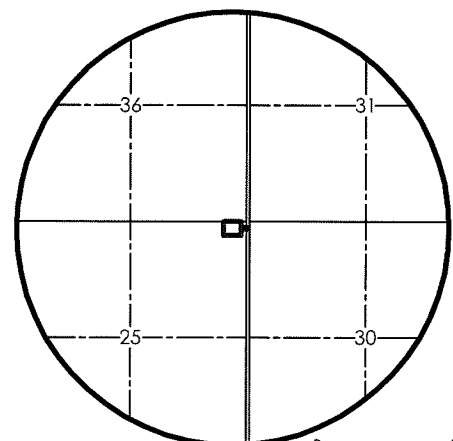
**TABLE OF INTERESTS AND CONSENTS**

Crossing Numbers Indicated: **X01**

No.	Location	Owner / Operator	Type	Distance from W/C

**ROAD USE AGREEMENT DATA**

Operator	Lease Access ID	Length



**RESIDENCE PLAN**  
SCALE 1:50 000

OCCUPIED RESIDENCES SHOWN THUS :   
UNOCCUPIED RESIDENCES SHOWN THUS :   
SURFACE DEVELOPMENTS SHOWN THUS :

• There are no residences within 1.5km radius of this well site.

**SASKATCHEWAN SURFACE LEASE**

THIS SURFACE LEASE MADE THIS 12 DAY OF MTX, 2017.

BETWEEN:

**BONNIE MCARA,**  
of EDMONTON, in the Province of Alberta, **OF AN UNDIVIDED 1/2 INTEREST**  
  
(hereinafter called the "Lessor")

- and -

**TEINE ENERGY LTD.,** a body corporate having its head office in the City 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 the exceptions, conditions, encumbrances and interests 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:

**Surface Parcel No. 119189661**  
**being the NE Quarter of Section 25**  
**in Township 31**  
**in Range 22**  
**West of the 3 Meridian, Saskatchewan, Extension 0**  
**as described in Certificate(s) of Title No(s) 142071386**  
  
(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 SURFACE LEASE WITNESSETH THAT:

**1. Demised Premises, Compensation and Rentals**

The Lessor, in consideration of the sum of **One (\$1.00)** Dollar (receipt herein acknowledged) paid to the Lessor by the Lessee, and in consideration of the terms and conditions herein provided, does hereby lease to the Lessee all and singular those parts of the said Lands delineated in red on the sketch or plan annexed to this Surface Lease (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 any of the Lessee's operations including, without limitation, the exploration, development, production and transmission of oil, gas and related hydrocarbons or substances produced in association therewith, with the right, liberty and privilege in, upon, under or across the Demised Premises, to lay down, construct, maintain, inspect, remove, replace, reconstruct and repair pipes, pipelines, electrical lines and all structures and equipment necessary or incidental thereto, and also for the purpose of a roadway, subject to the payment of the following additional compensation:

**Payment in the first year by Lessee**

(a) for the first year the sum of [redacted] Dollars  
and which sum includes compensation in full for loss of use, adverse effect, severance, nuisance, noise, inconvenience and capital damage done to the said Lands and the Demised Premises, as allocated, as follows:

- (i) Compensation for capital damage----- [redacted] Dollars
- (ii) First year rental compensation----- [redacted] Dollars

**Payment in subsequent years by lessee**

(b) subject to the provisions hereinafter contained, for each subsequent year the sum of [redacted] Dollars payable annually in advance on the anniversary of the date hereof in each year during the currency hereof, which sum includes compensation in full for loss of use, adverse effect, severance, nuisance, noise, inconvenience and damage done to the said Lands and the Demised Premises.

**2. Non-Exercise of Rights Granted**

Notwithstanding the provisions of 1(a) or 1(b) set forth above if the Demised Premises are not entered upon, except for survey purposes, within 365 days of the date of this Surface Lease, the Lessee shall pay to the Lessor the sum of [redacted] Dollars for the right to survey and all other inconveniences and on the making of such payment this Surface Lease shall terminate. However, should the Lessee enter the Demised Premises for the purposes of the construction of a well site or roadway to conduct drilling operations or should the Lessee make payment of first year consideration as set forth in 1(a) above, within the said 365 day period, then the Lessee shall have full rights on the Demised Premises pursuant to the terms of this Surface Lease.



3. **Lessor's Covenants**

The Lessor hereby covenants and agrees with the Lessee that:

**Taxes Payable by Lessor**

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

**Quiet Enjoyment**

- (b) The Lessor has good title to the said Lands and has good right and full power to lease the said Lands and grant the rights and privileges in the manner aforesaid, and the Lessee, upon observing and performing the covenants and conditions on the Lessee's part herein contained, shall and may peaceably possess and enjoy the Demised Premises and the rights and privileges hereby granted during the said term and any extension thereof without any interruption or disturbance from or by the Lessor or any other person claiming by, through or under the Lessor.

**Lessor's Use of Premises**

- (c) The Lessor shall not, without the prior consent of the Lessee, use or occupy the Demised Premises. Subject to the prior approval and consent of the Lessee, the Lessor may be permitted to use portions of the Demised Premises for normal farming operations undertaken by the Lessor provided that in so doing the Lessor agrees and undertakes to stay a safe and reasonable distance from any of the Lessee's structures, equipment or installations thereon and that any entry and use by the Lessor pursuant to such approval and consent shall be at the Lessor's sole risk and expense and the Lessor covenants and agrees to indemnify and save harmless the Lessee from any and all liabilities, damages, costs, claims, suits or actions caused by or resulting from the Lessor's use of any portion of the Demised Premises as aforesaid.

**Site Assessments and Restoration**

- (d) The Lessee shall have the right to conduct soil and water samples on the said Lands and to condition, maintain, reclaim and restore the surface of the Demised Premises during the term of the within Surface Lease.

4. **Lessee's Covenants**

The Lessee hereby covenants and agrees with the Lessor that:

**Fencing**

- (a) The Lessee will during the continuance of this Surface Lease, if it receives a reasonable request to do so from the Lessor, erect a good and substantial fence around any installations of the Lessee on the Demised Premises, and provide a proper livestock guard at any point of entry to, the Demised Premises. The Lessee will replace and repair any fences on the said Lands which it may have removed or damaged as a result of its operations.

**Taxes**

- (b) The Lessee will 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 Damages**

- (c) The Lessee will pay compensation for damage done by the Lessee to growing crops, fences, buildings or other improvements of the Lessor upon the said Lands other than the Demised Premises.

**Indemnity**

- (d) The Lessee will indemnify and save harmless the Lessor 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 of the Lessee on the Demised Premises, excepting those arising through the wilful acts or negligence by or on behalf of the Lessor.

**Reclamation**

- (e) The Lessee shall, upon the surrender of the whole or any portion of the Demised Premises, promptly restore the surface of the Demised Premises so surrendered as nearly as possible to its original condition in accordance with applicable laws and regulations; provided that where the Demised Premises or any portion thereof was treed prior to entry or was otherwise in a natural state, the Lessee may, at its option, return the Demised Premises or such portion thereof to the Lessor in a state equivalent to newly broken land or better.

**Topsoil**

- (f) The Lessee agrees, unless otherwise requested by the Lessor, to strip, conserve and preserve the topsoil from those portions of the Demised Premises to be excavated by the Lessee or upon which a permanent roadway is to be constructed, having regard to good soil conservation practices, and upon completion of its operations to return such topsoil on the Demised Premises to a depth reasonably similar to those conditions existing prior to the commencement of the initial construction by the Lessee.

**Weeds**

- (g) The Lessee will control all weeds on the Demised Premises, but in so doing will not use a soil sterilant without the written consent of the Lessor. The Lessee may use commonly accepted herbicides and weed sprays.

**Construction of Ditches and Approaches Where Required**

- (h) The Lessee shall construct any roadway established by the Lessee on the Demised Premises with shallow ditches (unless topography of the said Lands dictates otherwise) where required and, if necessary, with a reasonable number of approaches in order that the Lessor may cross such roadway with farm machinery in moving from one field in the said Lands to another field that lies across the roadway.

**Culverts**

- (i) The Lessee shall construct and maintain such culverts and other structures on the Demised Premises as may be reasonably required to ensure the unimpeded flow of water through natural drainage courses.

**Cement Returns**

- (j) The Lessee shall bury all cement returns from its operation on the Demised Premises to a minimum depth of 1.2 meters, all in accordance with all applicable laws and regulations of Saskatchewan.

**Abandonment**

- (k) Upon abandonment of any well drilled by the Lessee on the Demised Premises, the Lessee shall cause such well to be plugged and all excavations in connection therewith to be filled and completed in accordance with all applicable laws and regulations of Saskatchewan.

**5. Mutual Covenants**

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

**Review of Rental**

- (a) Notwithstanding anything contained in this Surface Lease, upon the request of either party to this Surface Lease, the amount of annual rental 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 shall be given to the other party within three (3) months before or within three (3) months after the date of commencement of the period in respect of which the review of rent is sought. In case of disagreement as to the amount of rent to be payable or any other matter in connection therewith, the same shall be determined by the Board of Arbitration appointed pursuant to *The Surface Rights Acquisition and Compensation Act*.

**Surrender**

- (b) Subject to the provisions of clause 4(e) hereof, the Lessee shall have the right at any time, by giving written notice to the Lessor to that effect, to surrender and terminate this Surface Lease effective as at a date to be specified in such notice. Provided that if no date is specified in such notice, then the effective date of the surrender shall be the day before the following anniversary date of the within Surface Lease. There shall be no refund to the Lessee of any rental which may have been paid in advance.

**Reduction in Acreage**

- (c) The Lessee may, from time to time and at any time, surrender any portion of the Demised Premises by written notice to the Lessor. Such notice shall be accompanied by a plan of the portion or portions of the Demised Premises which are to be retained by the Lessee, and upon receipt of such notice the plan attached thereto shall be deemed to be the new plan annexed and the term "the Demised Premises" shall thereafter include only the portion of the said Lands retained by the Lessee pursuant to the provisions of this clause. Upon the surrender of a portion of the Demised Premises the rental payable hereunder shall be no less than the amount payable immediately prior to the surrender being made, provided that on a review of rent pursuant to the provisions of subclause 5(a) the future rent to be thereby determined shall only be calculated on the basis of the reduced area of the Demised Premises remaining subject to this Surface Lease.

**Removal of Equipment**

- (d) The Lessee shall retain all property rights in and shall have the right at all times during the continuance of this Surface Lease to remove or cause to be removed from the Demised Premises all buildings, structures, fixtures, casing in wells, pipelines, materials and equipment of whatsoever nature or kind which the Lessee may have placed in, on or under the Demised Premises.

**Discharge of Encumbrances**

- (e) The Lessee shall have the option to pay or discharge all or part of any balance owing under any agreement for sale or mortgage, or of any tax, charge, lien or encumbrance of any kind or nature whatsoever which may now or hereafter exist on or against or in any way affect the said Lands, and in that event the Lessee shall be subrogated to the rights of the holder or holders thereof and shall have, in addition thereto, the option to be reimbursed by applying the amounts so paid to the rent or other sums accruing to the Lessor under the terms of this Surface Lease.

**Digging of Pits**

- (f) During any drilling operations, the Lessee shall dig pits or have adequate metal reservoirs and shall deposit therein the mud and sludge resulting from such drilling operations and shall not permit the same to escape onto portions of the said Lands adjoining the Demised Premises and the Lessee shall be permitted to dispose of such mud and sludge on the Demised Premises in accordance with all applicable laws and regulations of the Province of Saskatchewan.

**Assignment by Lessor**

- (g) The Lessor may transfer, assign or convey to other persons or corporations, all of the powers, rights, privileges and interests obtained by or conferred upon the Lessor hereunder and that upon any such transfer, assignment or conveyance the Lessor shall be released from any and all claims, causes of action, damages or other matter or thing arising from or after the date of such transfer, assignment or conveyance out of or in connection with this Surface Lease. Provided always that no transfer, assignment or conveyance by the Lessor shall be effective or binding upon the Lessee until the Lessee has received a written notice of same, which notice shall include the name and address of the transferee or assignee. Upon the Lessee receiving notice that the Lessor has ceased to be the registered owner of the said Lands or upon the Lessee receiving a notice of assignment as aforesaid, the Lessee shall terminate any further payments to the Lessor hereunder.

**Assignment by Lessee**

- (h) The Lessee may delegate, transfer, assign or convey to other persons or corporations, all or any of the powers, rights, privileges 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. It is understood and agreed that upon any such delegation, transfer, assignment or conveyance hereunder, the Lessee shall be released from any and all claims, causes of actions, damages or any other matter or thing arising from or after the date of such delegation, transfer assignment or conveyance out of or in connection with this Surface Lease. No delegation, transfer, assignment or conveyance by the Lessee shall be effective or binding upon the Lessor until the Lessor has received a written notice of same, which notice shall include the name and address of the delegee, transferee or assignee.

**Renewal**

- (i) If the Lessee is not in default in respect of any of the covenants and conditions contained in this Surface Lease at the date of expiration of the term of 21 years hereinbefore mentioned, then this Surface Lease shall be automatically renewed for a further term of 21 years commencing on the day following the expiration of the aforesaid term at an annual rental calculated from time to time as herein provided for that portion of the term subsequent to the first year thereof as was applicable prior to the expiration of the preceding term. Such renewal and extended term shall be subject to all the provisions of this Surface Lease, including this provision for automatic renewal of this Surface Lease.

**Default**

- (j) Neither the Lessor nor the Lessee shall be considered in default in the performance of their respective obligations under this Surface Lease to the extent that the performance of such obligations, or any of them, is prevented or delayed by any cause or circumstances which are beyond the reasonable control of the party obliged to perform. In no event shall the Lessee be considered to be in default of the performance of any of its covenants or obligations under this Surface Lease, including the payment of rental, unless and until the Lessor shall have notified the Lessee in writing of such default. Following receipt of such notice of default, the Lessee shall within a reasonable period of time remedy or commence action to remedy such default and thereafter diligently continue to complete such remedial action.

**Notification of change of ownership**

- (k) 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 Surface 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.

**Notices by Lessor and Lessee**

- (l) All notices or other written communications required or permitted to be given hereunder shall be in writing and may be delivered personally or, except during periods of postal disruption, by registered mail, postage prepaid, to the party to whom the notice is to be given. All such notices shall be addressed to the party to whom it is directed at the following addresses:

To the Lessor: 10307 – 166 Ave NW  
Edmonton, Alberta  
T5X 2P8

To the Lessee: 2300, 520 - 3rd Avenue SW  
Calgary, Alberta  
T2P 0R3

Any party may at any time change its address hereunder by giving written notice of such change of address to the other party in the manner specified in this clause. Any notice given hereunder by personal delivery shall be deemed to have been given and received on the day of delivery, and if given by registered mail, shall be deemed to have been given and received on the date which is seven (7) days after the date of the mailing thereof, provided that if a notice is so mailed and prior to the expiration of the time period after which such notice is deemed to be given and received by the addressee, there exists a disruption of postal services, then such notice shall not be deemed to be given and received until the expiration of seven (7) days following the resumption of postal service.

**Payments**

- (m) Any payments permitted or required to be made pursuant to this Surface Lease shall be made by cheque or bank draft and may be delivered personally or by registered mail, postage prepaid, to the party to whom such payment is to be made at the address of such party as set forth above in clause (l). Any payment made by personal delivery shall be deemed to have been received and paid on the day of delivery, and if forwarded by registered mail, shall be deemed to have been received and paid on the date which is seven (7) days after the date of mailing thereof.

**Compliance with Laws**

- (n) The Lessor and Lessee shall comply with all applicable laws and regulations of the Province of Saskatchewan as may be in force from time to time pertaining to their respective activities on the said Lands.

**Saskatchewan Law**

- (o) This Surface Lease shall for all purposes be construed according to the laws of the Province of Saskatchewan.

**Successors and Assignees**

- (p) This Surface Lease and everything herein contained shall enure to the benefit of and be binding upon the Lessor, his heirs, executors, administrators, successors and assigns and upon the Lessee, its successors and assigns. References to the terms "Lessor" and "Lessee" in the singular number and masculine gender shall also include the plural number and feminine or neuter gender where the context so requires.

**Payment of Rental**

- (q) Any rental or payment required to be made to the Lessor by the Lessee hereunder may be made by personal delivery of such payment to the Lessor or by depositing the same to the Lessor's credit at a chartered bank, credit union or other depository as the Lessor may have directed or by mailing the same to the Lessor at the Lessor's address for service of notices as herebefore set forth or at the address of the chartered bank, credit union or other depository as so directed and designated by the Lessor, from time to time, and in either event any payment so forwarded by mail shall be deemed to have been received seven (7) days after the date of mailing thereof, notwithstanding any disruption of postal services.

**Time of the Essence**

(r) Time shall be in every respect of the essence of this Surface Lease.

**Additional Terms**

(s) Any additional terms, expressed or implied, shall be of no force or effect unless made in writing and agreed to by the Lessor and the Lessee and attached to this Surface Lease as a Schedule "A" whereupon it shall be incorporated herein.

**Meaning of "Lessor" and "Lessee"**

(t) 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 (and neuter in the case of corporation) gender, when the context so requires, and all covenants shall be construed as being joint and several.

**Personal Information Consent**

(u) The Lessor hereby consents to the collection, use, retention and disclosure of personal information provided by the Lessor to the Lessee in connection with this Surface Lease, for any and all purposes and uses as permitted or contemplated under this Surface Lease and as may be required to comply with any legal requirements pursuant to any litigation or arbitration or as otherwise deemed appropriate in connection with any of the activities undertaken or contemplated by the Lessee in connection with its business and operations, including, without limitation, the evaluation, negotiation and review of surface agreements and compensation with respect to such agreements by the Lessee and its agents.

**Non-Resident Status**

(v) Each Lessor represents that he or she is not a non-resident of Canada within the meaning of the Income Tax Act (Canada), and that if the Lessor's status for income tax purposes changes, the Lessor will promptly notify the Lessee in writing. Subsequent to such notification, any payment made by or on behalf of the Lessee to the Lessor under this Lease will be made net of any deduction or withholding as required by the Income Tax Act (Canada) or any other applicable law.

**Acceptance by Lessee**

(w) The Lessee, does hereby accept this Surface Lease of the Demised Premises, to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants above set forth.

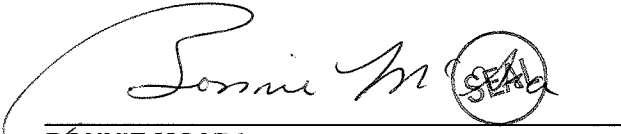
IN WITNESS WHEREOF the Lessor has hereunto set his/her/their hand(s) and seal(s) and the Lessee has caused its corporate seal to be hereunto affixed attested to by the hand(s) of its proper officer(s) duly authorized in that behalf the day and year first above written.

SIGNED, SEALED AND DELIVERED

by the Lessor in the presence of:

\_\_\_\_\_

Witness: Aron Klassen



**BONNIE MCARA**

**TEINE ENERGY LTD.**

Per: \_\_\_\_\_  
Jim Thomson  
Vice President, Land

**CONSENT OF NON-OWNING SPOUSE**

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 Teine Energy Ltd. to the extent necessary to give effect to this Surface Lease.

\_\_\_\_\_  
Signature of Non-Ownning Spouse

**CERTIFICATE OF ACKNOWLEDGEMENT**

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 acknowledged 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 agreement and that I am not, nor is my employer, partner or clerk, otherwise interested in the transaction involved.

\_\_\_\_\_  
A NOTARY PUBLIC in and for the Province of Saskatchewan  
My appointment expires:

(or) Being a Solicitor

*(Note: This form may be executed by a Judge of the District court, Local Registrar of the Court of Queen's Bench, Registrar of Land Titles, or their respective Deputies, or a Solicitor, a Justice of the Peace or a Notary Public.)*



THE HOMESTEADS ACT AFFIDAVIT

CANADA  
PROVINCE OF SASKATCHEWAN  
TO WIT:

I, **BONNIE MCARA**, of **EDMONTON**, in the Province of Alberta, make oath and say that:

- 1. I am the lessor (or duly appointed agent acting under a Power of Attorney for \_\_\_\_\_, dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, granted by the lessor in my favour and I am acquainted with the facts) named in the within disposition.
- 2. My spouse and I (or the lessor and his or her spouse) have not occupied the land described in this disposition as our (or their) homestead at any time during our (or their) spousal relationship.

-or-

~~2. I have (or the lessor has) no spouse.~~

-or-

~~2. My spouse (or the spouse of the lessor) is a registered owner of the land that is the subject matter of this disposition and a co-signator of this disposition.~~

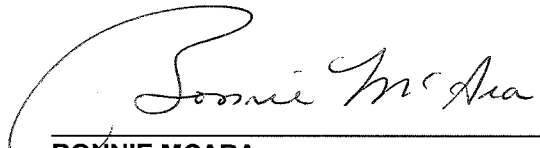
-or-

~~2. My spouse and I (or lessor and the spouse of the lessor) have entered into an interspousal agreement pursuant to *The Family Property Act* in which my spouse has specifically released all his or her homestead rights in the land that is the subject matter of this disposition.~~

-or-

~~2. An order has been made by Her Majesty's Court of Queen's Bench for Saskatchewan/Unified Family Court pursuant to *The Family Property Act* declaring that my spouse (or the spouse of the lessor) has no homestead rights in the land that is the subject matter of this disposition and (the order has not been appealed and the time for appealing has expired) or (all appeals from the order have been disposed of or discontinued).~~

Sworn before me at the City of Edmonton,  
in the Province of Alberta, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

  
\_\_\_\_\_  
**BONNIE MCARA**

\_\_\_\_\_  
A Commissioner for Oaths for Saskatchewan

Aron Klassen  
My Appointment Expires October 31, 2021

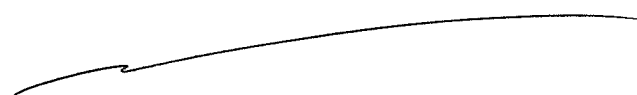
AFFIDAVIT OF EXECUTION

CANADA  
PROVINCE OF SASKATCHEWAN  
TO WIT:

I, Aron Klassen, of Lloydminster, in the Province of Alberta, Land Agent, make oath and say:

- 1. THAT I was personally present and did see **BONNIE MCARA**, named in the within (or annexed) agreement, who is/are personally known to me to be the person(s) named therein, duly sign, seal and execute the same for the purposes named therein.
- 2. THAT the same was executed at the **CITY** of **EDMONTON**, in the Province of Alberta, on the \_\_\_\_\_ day of \_\_\_\_\_ in the Year 2017, and that I am the subscribing witness thereto.
- 3. THAT I know the said **BONNIE MCARA**, and in my belief he/she is (they are each) eighteen years of age or more.

Sworn before me at the City of Lethbridge,  
in the Province of Alberta, this 17 day of May, 2017.

  
\_\_\_\_\_  
Aron Klassen

\_\_\_\_\_  
A Commissioner for Oaths for Saskatchewan

**TYLER DAVID LOWE**  
MY APPOINTMENT EXPIRES  
SEPTEMBER 30, 2019

**TEINE DODSLAND N HZ 3D16-25-4A3-31-31-21 HORIZONTAL COORDINATES**

	REFERRED TO SECTION BOUNDARY	NAD27		NAD83 - GPS DERIVED	
		UTM ZONE 12	GEOGRAPHIC	GEOGRAPHIC	UTM ZONE 12
SURFACE	50.0 S. of N. } Sec. 25	5728468.6 N	51°41'30.7" LAT	51.691847 LAT	5728691.8 N
	109.9 W. of E. } 31-22-3	639480.4 E	-108°58'58.0" LONG	-108.982788 LONG	639424.8 E
LANDING POINT	110.0 N. of S. } Sec. 31	5728635.1 N	51°41'35.8" LAT	51.693285 LAT	5728858.2 N
	110.0 E. of W. } 31-21-3	639715.9 E	-108°58'45.5" LONG	-108.979317 LONG	639660.4 E
BOTTOM HOLE	110.0 N. of S. } Sec. 31	5728653.2 N	51°41'35.8" LAT	51.693288 LAT	5728876.4 N
	750.0 E. of W. } 31-21-3	640355.5 E	-108°58'12.2" LONG	-108.970062 LONG	640299.9 E

**SURFACE CARTESIAN COORDINATES:**

52.9 S. } N.E. Corner Sec.25-31-22-W.3 Mer.  
108.5 W. } (UTM NAD83)

**WELL LICENSE INFORMATION**

The Proposed Well:

- |   |   |                                     |
|---|---|-------------------------------------|
| • is at least 25m from any active well.                 | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>         |
| • is at least 40m from any surveyed road.               | <input checked="" type="checkbox"/>     | <input type="checkbox"/>            |
| • is at least 40m from any foreign underground utility. | <input checked="" type="checkbox"/>     | <input type="checkbox"/>            |
| • is at least 75m from any surface improvements.        | <input type="checkbox"/>                | <input checked="" type="checkbox"/> |
| • is at least 125m from a water body.                   | <input type="checkbox"/>                | <input checked="" type="checkbox"/> |
| • is at least 125m from an occupied dwelling.           | <input checked="" type="checkbox"/>     | <input type="checkbox"/>            |
| • is at least 125m from a topographical high/low.       | <input type="checkbox"/>                | <input checked="" type="checkbox"/> |
| • is at least 125m from a public facility.              | <input checked="" type="checkbox"/>     | <input type="checkbox"/>            |
| • is at least 125m from an urban centre.                | <input checked="" type="checkbox"/>     | <input type="checkbox"/>            |
| • is at least 400m from an occupied dwelling.           | <input checked="" type="checkbox"/>     | <input type="checkbox"/>            |
| • is at least 400m from any water well.                 | <input checked="" type="checkbox"/>     | <input type="checkbox"/>            |
| • is at least 1.6km from an unlighted airport.          | <input checked="" type="checkbox"/>     | <input type="checkbox"/>            |
| • is at least 5.0km from a lighted airport.             | <input checked="" type="checkbox"/>     | <input type="checkbox"/>            |
| • No water body within the lease.                       | <input checked="" type="checkbox"/>     | <input type="checkbox"/>            |

**Proximity Note**

Proposed Well is:

- ±50.0m North of SCIL Access Road
- ±98.2m S.E. of Low Wet Area
- The nearest residence / surface development is ±4.4km NE (Residence)
- Nearest urban center is ±14.6km NE to the Village of Dodsland.

**ELEVATIONS**

Ground at W/C: 683.9  
Corners: 683.6, 683.1, 683.4, 683.6  
Datum: Precise Point Positioning (CSRS - PPP)

**RECTANGULAR COORDINATES:**

(are referred to Geodetic North through Well Centre)

**DRILL PATH**

	0.00	0.00	TRUE AZIMUTH	DISTANCE
SURFACE			56° 19' 50"	288.5
LANDING POINT	159.9 N.	240.1 E.	89° 57' 40"	640.0
BOTTOM HOLE	160.4 N.	880.1 E.		

**OPERATOR:**



**LEGEND**

- Survey monuments found shown thus: Power Pole   
 Iron spikes shown thus: Planted: Found: Fence   
 Wooden hub shown thus: Planted: Found: Buried Pipe   
 Temporary GPS Point shown thus: SaskEnergy   
 Existing well head shown thus: Buried Gas Line   
 Abandoned well bore shown thus: Cable   
 Bottom hole location: SaskTel   
 Target entry point: Buried Cable   
 Portions referred to: Overhead   
 Distances are in metres unless shown otherwise. Powerline   
 Geo-Reference Point shown thus: Bushline Muskeg

Bearings are UTM Grid NAD 83 (CSRS) Reference Meridian 111° (Zone 12 N.) and are derived from GNSS observations. To obtain local Geodetic Bearings referred to the Meridian through WELL CENTER ADD 1° 35' 00" Distances are ground and are calculated using Combined Scale Factor = 0.999735  
 RP1: Northing: 5728744.63 Easting: 639533.36  
 The Grid Bearing between RP1 and RP2 is 178° 25' 20"  
 The corresponding Bearing referred to the Central Meridian of the Township is 180° 00' 20"

**AREAS**

	ha	Ac.
Well Site	= 1.202	( 2.97)
Access Road	= 0.082	( 0.20)
Total	= 1.284	( 3.17)

**N.E. 1/4 Sec.25-31-22-W.3Mer. - Ext.0**

Title No: 142071410  
 Surface Parcel No: 119189661 } (Undivided 1/2 interest)  
 Owner(s): Lavina O'Neill  
 Occupants(s): Trent Resch

**N.E. 1/4 Sec.25-31-22-W.3Mer. - Ext.0**

Title No: 142071386  
 Surface Parcel No: 119189661 } (Undivided 1/2 interest)  
 Owner(s): Bonnie McAra  
 Occupants(s): Trent Resch

I, R. B. Pollard, 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, Sec 6 of the Bylaws of Saskatchewan Land Surveyors' Association Standards of Practice, and the field survey was completed on the 9th day of March, 2017

Saskatchewan Land Surveyor

Witness: Ruifen Luo



• AFE No.: 17TD0282

• Client File No.: S07220

• Surface Land No.: 17-26141

**PROPOSED**

WELL SITE AND ACCESS ROAD  
 HORIZONTAL DRILL FROM SURFACE LOCATION  
 L.S. 16 SEC. 25 TWP. 31 RGE. 22 W.3 MER.  
 BOTTOM HOLE LOCATION  
 L.S. 3 SEC. 31 TWP. 31 RGE. 21 W.3 MER.  
 R.M. of OAKDALE No.320

 Tel. : 403.270.9575 www.millgeo.com	No.	Revision	YY/MM/DD	PC/CAD/CK	Job No.: <b>17-0075A</b>	REVISION <b>0</b>
	0	Original Issue	2017/04/19	BG TVS CG		

36

31·22·3

E 1/4 36  
FIP Mr.

Teine  
15.00 A/R

10.00 P/L R/W  
Plan \_\_\_\_\_  
by Meridian  
(Teine)

Teine  
15.00 A/R

10.00 P/L R/W  
Plan \_\_\_\_\_  
by Meridian  
(Teine)

Teine  
8-36  
SK0099686

L.S. 7	L.S. 8
L.S. 2	L.S. 1

358° 25' 30"  
1/2 Mile = 805.27

Rge.22

Rge.21

20.12 Government Road Allowance

SCALE 1: 5000



REVISION  
0

SHEET 2 of 6

Job No.: 17-0075A

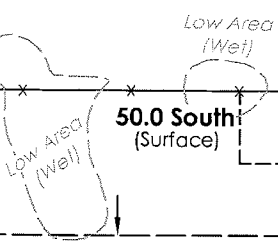
TEINE DODSLAND N #Z 3D16-25-4A3-31-31-21

MILLENNIUM GEOMATICS

To FIP  
NE 26

1474.46 (To NE 26)  
268° 30' 05"

1/2 Mile = 807.14



50.0 South  
(Surface)

NE 25  
FIP Mr.

RP1

SCIL  
15-25  
SK0042629

SCIL  
20.00 A/R

109.9 West  
(Surface)

SEE  
DETAIL  
SHEET 4

Cultivation

15.00 Flowline R/W  
(SCIL)

L.S. 15	L.S. 16
L.S. 10	L.S. 9

178° 25' 20"  
762.91

1/2 Mile = 805.34

20.12 Government Road Allowance

15.00 Flowline R/W  
(SCIL)

15.00 Flowline R/W  
(SCIL)

10.00 P/L R/W  
Plan \_\_\_\_\_  
by Meridian  
(SCIL)

SCIL  
10-25  
SK0039147

SCIL  
15.00 A/R

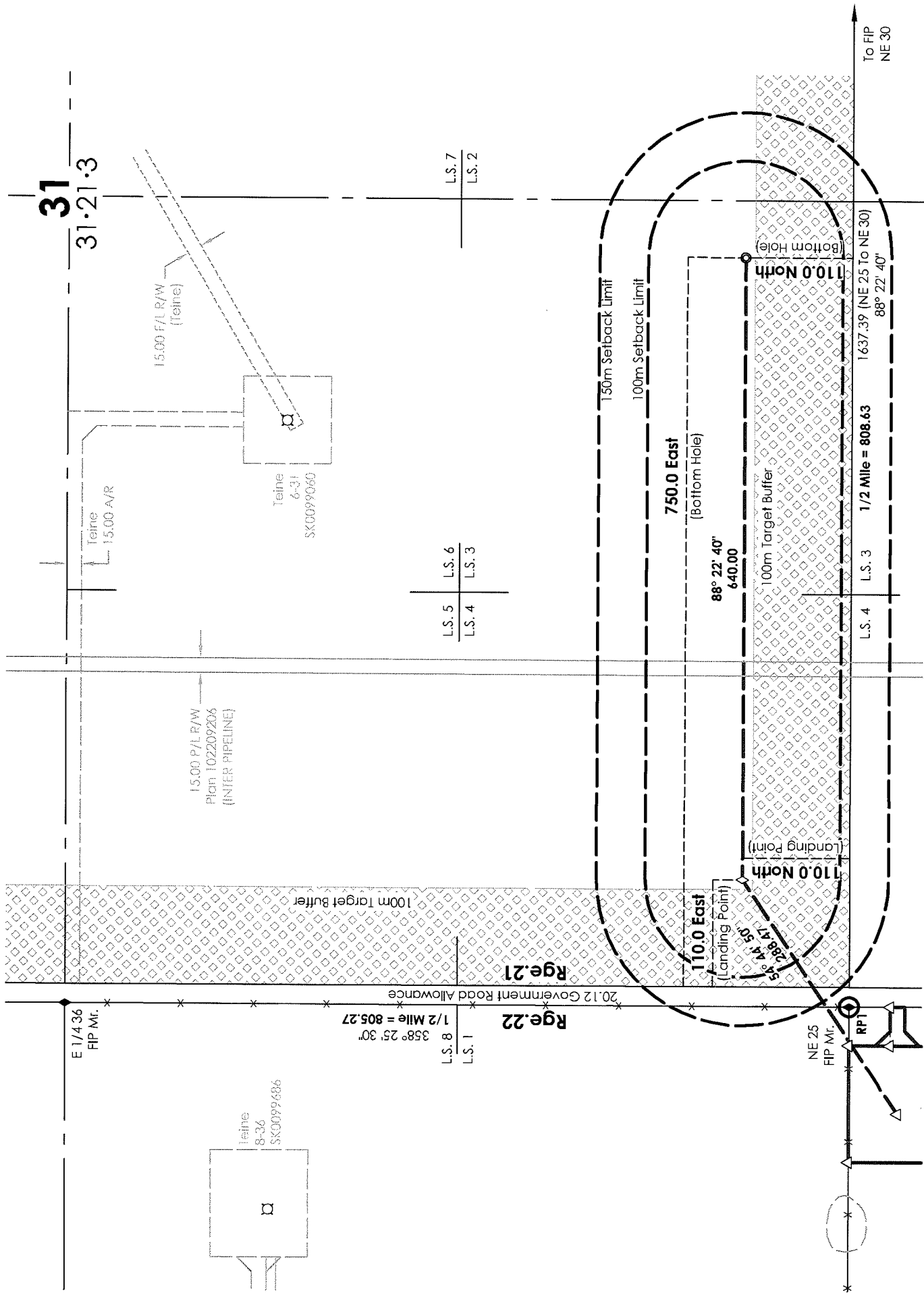
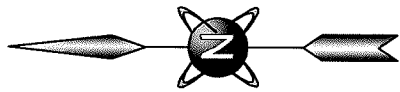
E 1/4 25  
FIP cs

RP2

25

31·22·3

SCIL  
15.00 A/R



**31**  
31-21.3

E 1/4 36  
FIP Mt.

Rge.22  
20.12 Government Road Allowance  
L.S. 8 358° 25' 30"  
L.S. 1 1/2 Mile = 805.27

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

L.S. 7  
L.S. 2

To FIP  
NE 30

1637.39 (NE 25 To NE 30)  
88° 22' 40"

L.S. 3 L.S. 4

1/2 Mile = 808.63

110.0 North (Landing Point)  
110.0 North (Bottom Hole)

NE 25  
FIP Mt.  
RP1

SCALE 1: 5000



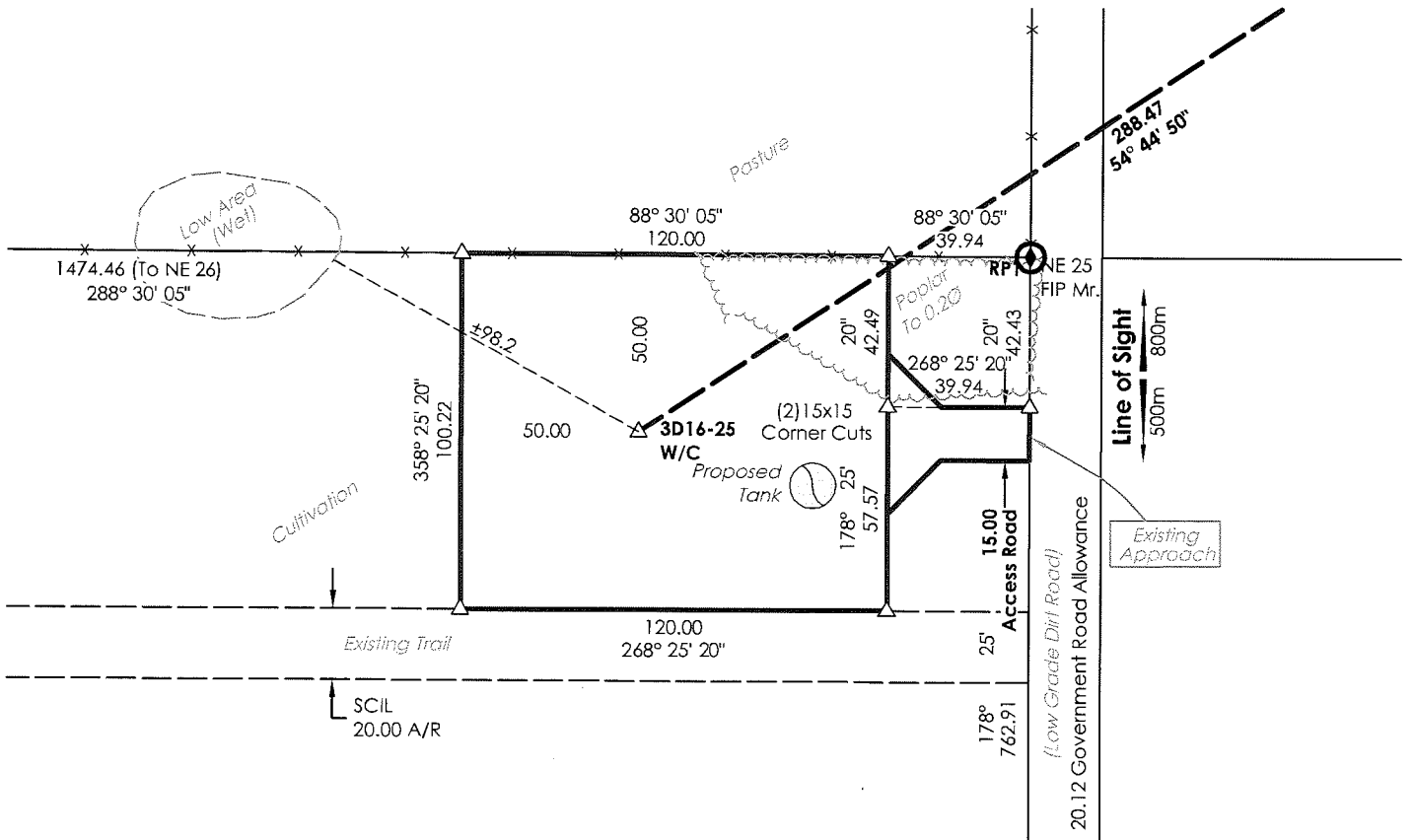
REVISION  
0

SHEET 3 of 6

Job No.: 17-0075A

TEINE DODSLAND N HZ 3D1 6-25-4A3-31-31-21

MILLENNIUM GEOMATICS



DETAIL  
SCALE 1:2000

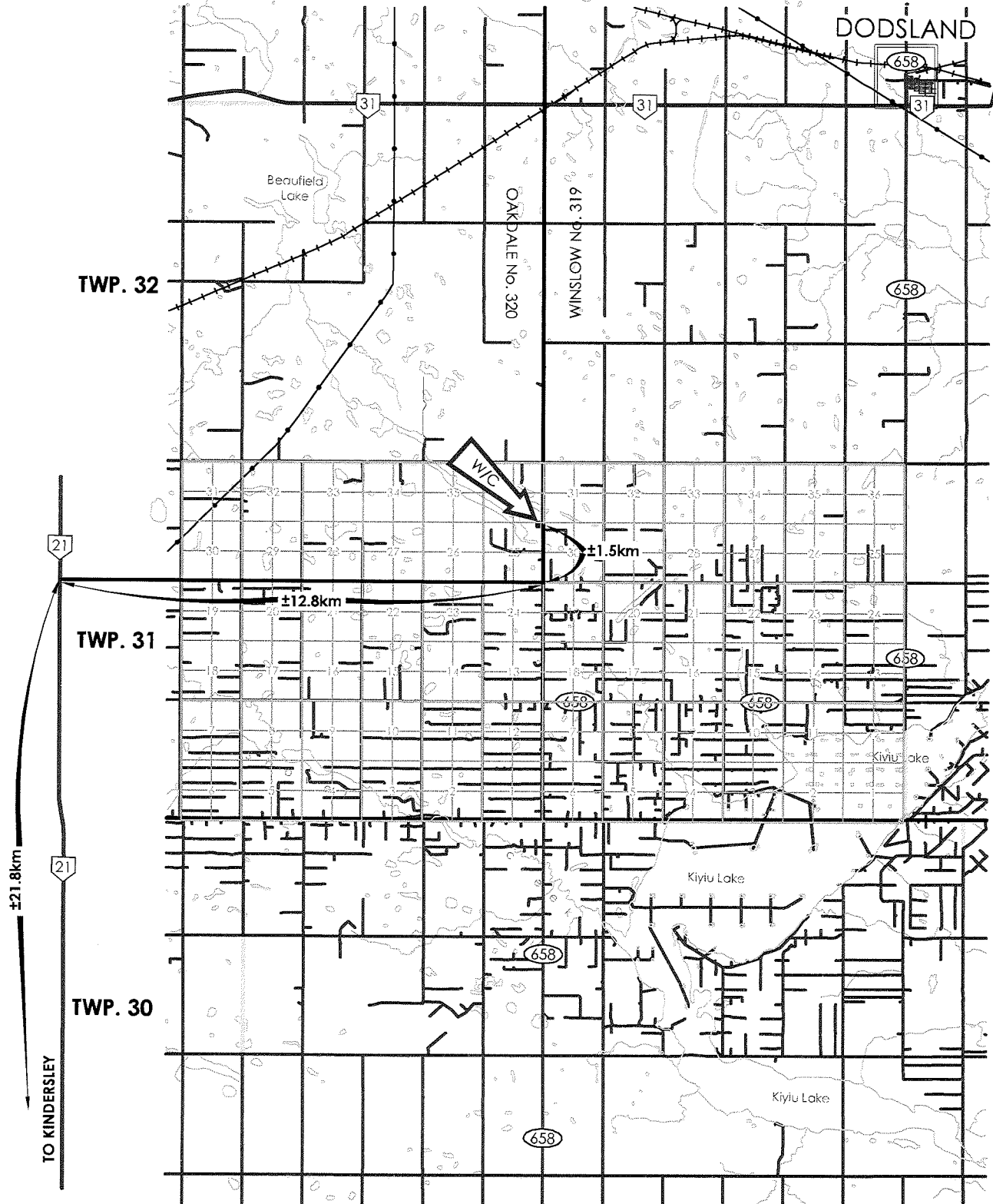


This plan represents the best available information at the time of survey. Millennium Geomatics and its employees take no responsibility for the location of any underground conduits, pipes or other facilities whether shown or omitted from this plan. An additional search for specific buried facilities should be performed by the respective authorities just prior to construction.  
**PRIOR TO CONSTRUCTION ALL BURIED FACILITIES MUST BE LOCATED BY THE RESPECTIVE AUTHORITY.**  
 SASK POWER } SASKATCHEWAN FIRST CALL  
 SASK TEL } 1-866-828-4888  
 SASK ENERGY }

RGE.22 W.3Mer.

RGE.21 W.3Mer.

DODSLAND



**ROUTE MAP**  
SCALE 1:150 000

**100m DRILL PATH SET BACK LIMIT AFFECTED LSD'S**

LSD 2,3,4-31-31-21-3

**150m DRILL PATH SET BACK LIMIT AFFECTED WELLS**

**UNCONFIRMED INTERESTS**

Location	Holder	Interest Register

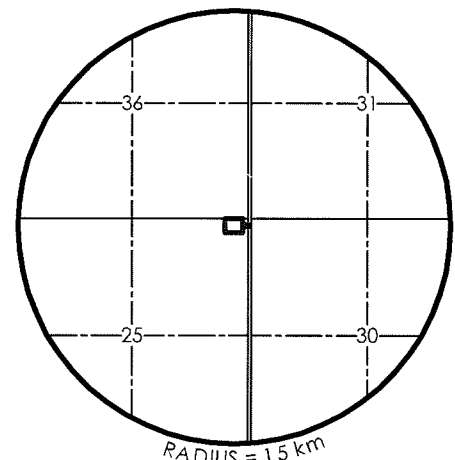
**TABLE OF INTERESTS AND CONSENTS**

Crossing Numbers Indicated: **X01**

No.	Location	Owner / Operator	Type	Distance from W/C

**ROAD USE AGREEMENT DATA**

Operator	Lease Access ID	Length



**RESIDENCE PLAN**  
SCALE 1:50 000

OCCUPIED RESIDENCES SHOWN THUS:   
UNOCCUPIED RESIDENCES SHOWN THUS:   
SURFACE DEVELOPMENTS SHOWN THUS:

• There are no residences within 1.5km radius of this well site.

## ***PIPELINE EASEMENT AGREEMENT***

I/We, **Lavina O'Neill and Bonnie McAra, of Edmonton**, in the Province of Alberta, hereinafter called the "Grantor", being the registered owners, **each as to an undivided 1/2 interest** of an estate in fee simple, subject however to such mortgages and encumbrances contained in the existing Title, of and in that certain parcel of land situated lying and being in the Province of Saskatchewan and described as follows:

**SURFACE PARCEL # 119189661**

**Reference Land Description: NE Sec 25 Twp 31 Rge 22 W 3 Extension 0**

**As described on Certificate of Title 78S44735**

as more particularly described and set forth in Title No(s) 142071410 and 142071386 of record in the Province of Saskatchewan Land Titles Registry (hereinafter called the "said lands");

In consideration of the sum of One (\$1.00) dollars (receipt of which is hereby acknowledged) paid to me by **Secure Energy Services Inc.**, hereinafter called the "Grantee", and in consideration of the covenants herein contained DO HEREBY GRANT, CONVEY, TRANSFER AND SET OVER to and unto the Grantee, its successors and assigns, a right-of-way across, over, under, on, and through the said lands to construct a pipeline or lines including all pipe or pipes, pumps, valves, drips, cleanout traps, meters, connections, cathodic protection apparatus, communications systems, poles and any other equipment and appurtenances that the Grantee shall deem necessary, which notwithstanding any rule of law or equity shall at all times remain the property of the Grantee even though attached to the land, together with the right, license, liberty and privilege to enter upon the said lands in order to conduct surveys, construct, operate, maintain, inspect, control, alter, improve, remove, reconstruct, replace and repair the said pipeline or lines and the said appurtenances thereto and hereby covenant and agree to the following terms and conditions:

1. The right-of-way shall be ~~( 15.00 )~~ **(Fifteen)** metres in width as outlined in red on the attached sketch or Plan of Survey.
2. The right of ingress and egress shall be restricted to the surveyed right-of-way.
3. The Grantee shall pay to the Grantor or to those interested in the said land by encumbrance or occupation a sum of ~~TWO THOUSAND-----(\$2000.00)~~ dollars per acre in payment of right-of-way across the said lands as shown on such plan. Lo  
By
4. In addition to the monies payable under paragraph 3 hereof, the Grantee will pay to the Grantor compensation for all damages done to growing crops, fences, timber and livestock occurring as a result of the Grantee's operations and the Grantee will, as soon as weather and soil conditions permit, bury all pipelines and, insofar as it is practical to do so, restore the lands as near as possible to their condition prior to the Grantee's entry thereon.
5. The Grantee shall pay all rates and taxes that may be assessed and levied from time to time against its interest in the said lands or in connection with its operations thereon.
6. The Grantor shall have the right to use and enjoy the right-of-way for any purpose except any use which would interfere with the rights herein granted to the Grantee and the Grantor shall not without the prior written consent of the Grantee first had and obtained excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the right-of-way any pit, well, pipeline, foundation, pavement, building or other structure or installation or do any mining, quarrying, drilling or other work or activity of any nature on, in or under the right-of-way and the Grantor will at all times control and if necessary cut down or root out all noxious weeds growing on the right-of-way.
7. The Grantor hereby covenants with the Grantee for quiet enjoyment; and shall do all acts and execute all such further assurances as may be required to give effect to the within grant.
8. This Pipeline Easement Agreement shall be deemed to have created a covenant running with the land and these presents including all covenants and conditions herein contained shall extend to, be binding upon and enure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
9. For further clarification it is hereby declared that nothing herein shall be deemed to vest in the Grantee any title to mines, ores, metals, coal, slate, oil, gas or other minerals in or under the land comprising the right-of-way excepting only the parts thereof that are necessary to be dug, carried away or used in construction of the works of the Grantee.
10. All notices and payments to be made hereunder may be made by a letter addressed to the parties at the addresses stated immediately following their signatures hereto or such other address as the Grantor and the Grantee may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee three (3) days after mailing thereof, postage paid.

11. The Grantee shall at any time or from time to time have the right to quit-claim or surrender by appropriate instrument, all or part of the right or interest acquired by it hereunder and the Grantee may, but shall not be obligated to, remove all or any installations, equipment or appurtenances which, under the provision hereof, the Grantee has installed or placed upon the right-of-way herein granted, or part thereof which has been so surrendered.

12. The Grantee shall separately pay for any above ground installations approval of which shall not be unreasonably withheld.

13. If the Pipeline Easement premises are not entered upon except for survey purposes within 365 days of the date of this Pipeline Easement Agreement, the Grantee shall pay to the Grantor the sum of **TWO HUNDRED AND FIFTY (\$250.00)** dollars for the right to survey and all other inconveniences and this Pipeline Easement Agreement shall terminate.

IN WITNESS WHEREOF I, the Grantor, have hereunto set my hand and seal this 27 day of April, A.D. 2017.

Signed by the said  
in the presence of:

GRANTOR:

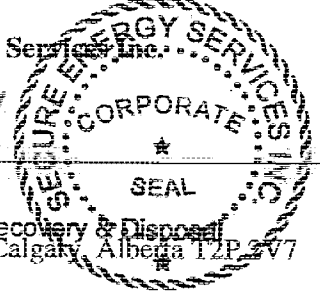
[Signature]  
Witness: Murray Phillips

[Signature]  
Lavina O'Neill  
8815 158 Avenue NW, Edmonton, Alberta T5Z 3E1

[Signature]  
Witness: Murray Phillips

[Signature]  
Bonnie McAra  
10307 166 Avenue NW, Edmonton, Alberta T5X 2P8

GRANTEE: Secure Energy Services Inc.  
[Signature]  
Per: DAVID ENGEL  
FVP - Processing, Recovery & Disposal  
3600, 205 5th Avenue SW, Calgary, Alberta T2P 2V7



**CONSENT OF NON-OWNING SPOUSE**

I, \_\_\_\_\_ non-owning spouse of \_\_\_\_\_ consent to the attached agreement. I declare that I have signed this consent for the purpose of relinquishing all my rights in the said homestead in favour of \_\_\_\_\_ so far as may be necessary to give effect to this agreement.

**CERTIFICATE OF ACKNOWLEDGEMENT**

I, \_\_\_\_\_, of \_\_\_\_\_, a Notary Public/Solicitor, certify that I have examined \_\_\_\_\_ non-owning spouse of \_\_\_\_\_ the owning spouse, in the attached lease, separate and apart from the owning spouse. The non-owning spouse acknowledged to me that he/she:

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.




CANADA  
PROVINCE OF SASKATCHEWAN AFFIDAVIT OF EXECUTION  
TO WIT:

I, Murray Phillips, of Red Deer, in the Province of Alberta, Land Agent, make oath and say:

1. That I was personally present and did see Lavina O'Neill, named in the within instrument, who is (are) personally known to me to be the person(s) named therein, duly execute the same for the purposes named therein.
2. That the same was executed at Edmonton, in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said Lavina O'Neill and he (or she) is, (or they each are) in my belief, of the full age of eighteen years.

SWORN before me at Edmonton )  
in the Province of Alberta )  
this 13 day of May A.D. 2017 )

  
Murray Phillips

  
A Commissioner for Oaths for Saskatchewan

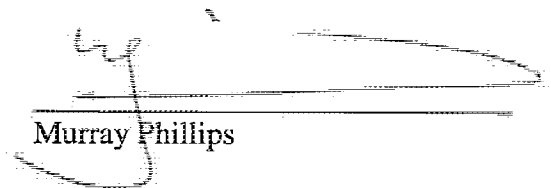
Jessica Ashley Arsenault  
My Commission Expires April 30 2018


CANADA  
PROVINCE OF SASKATCHEWAN AFFIDAVIT OF EXECUTION  
TO WIT:

I, Murray Phillips, of Red Deer, in the Province of Alberta, Land Agent, make oath and say:

1. That I was personally present and did see Bonnie McAra, named in the within instrument, who is (are) personally known to me to be the person(s) named therein, duly execute the same for the purposes named therein.
2. That the same was executed at Edmonton, in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said Bonnie McAra and he (or she) is, (or they each are) in my belief, of the full age of eighteen years.

SWORN before me at Edmonton )  
in the Province of Alberta )  
this 13 day of May A.D. 2017 )

  
Murray Phillips

  
A Commissioner for Oaths for Saskatchewan

Jessica Ashley Arsenault  
My Commission Expires April 30 2018

THE HOMESTEAD ACT AFFIDAVIT

I, \_\_\_\_\_, of \_\_\_\_\_, in the Province of \_\_\_\_\_ make oath and say:

- 1. I am the Lessor named in the attached lease.
2. My Spouse and I have not occupied the land described in this lease as our homestead at any time during our marriage.
or
2. I have no spouse.
or
2. My Spouse is a registered owner of the land that is the subject matter of the lease and a co-signator of this lease.

SWORN BEFORE ME AT \_\_\_\_\_ in the Province of \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

A Commissioner for Oaths for Saskatchewan

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

I (We), Trent Resch TR Neil Getz of Kindersley, in the Province of Saskatchewan, having an interest in the within lands by virtue of an Agreement or Instrument dated the \_\_\_\_\_ day of verbal, A.D. \_\_\_\_\_, DO HEREBY AGREE that all my (our) rights, interests and estate which are, or may be, affected by the Pipeline Easement Agreement shall be fully bound by all the terms and conditions thereof both now and henceforth.

DATED at Kindersley, in the Province of Saskatchewan, this 1st day of May, A.D. 2017.

Witness: Murray Phillips (with signature)

Neil Getz Trent Resch (with signatures)

CANADA PROVINCE OF SASKATCHEWAN AFFIDAVIT OF EXECUTION TO WIT:

I, Murray Phillips, of Red Deer, in the Province of Alberta, Land Agent, make oath and say:

- 1. That I was personally present and did see Trent Resch Neil Getz, named in the within instrument, who is (are) personally known to me to be the person(s) named therein, duly execute the same for the purposes named therein.
2. That the same was executed at Kindersley, in the Province of Saskatchewan, and that I am the subscribing witness thereto.
3. That I know the said Trent Resch Neil Getz and he (or she) is, (or they each are) in my belief, of the full age of eighteen years.

SWORN before me at Edmonton in the Province of Alberta this 13 day of May A.D. 2017

Murray Phillips (with signature)

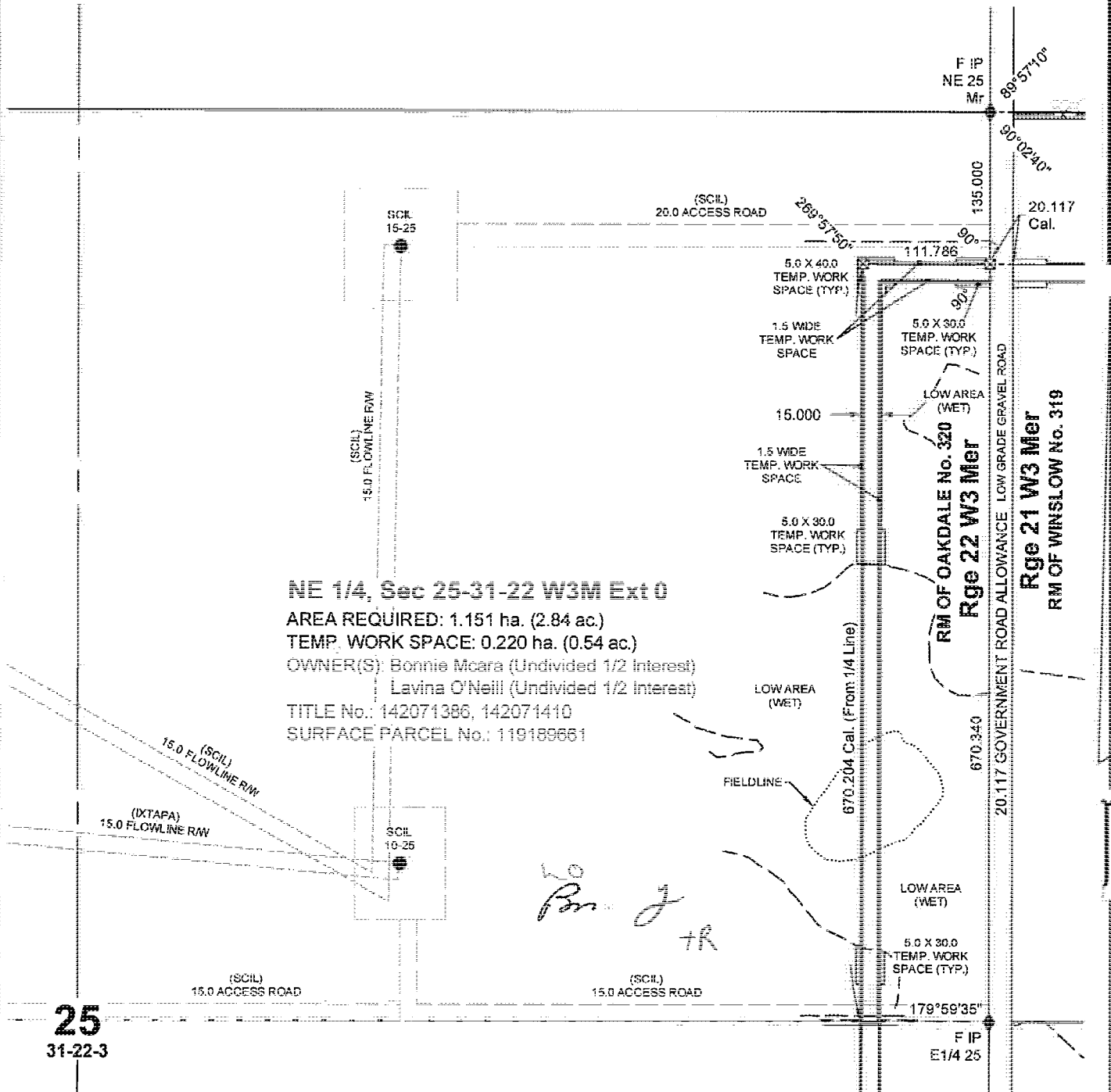
Jessica Ashley Arsenault A Commissioner for Oaths for Saskatchewan

Jessica Ashley Arsenault My Commission Expires April 30, 2018

# SECURE

energy services

## PIPELINE RIGHT OF WAY INDIVIDUAL OWNERSHIP PLAN



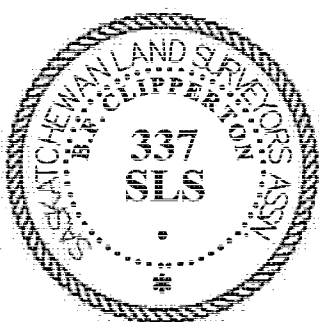
NE 1/4, Sec 25-31-22 W3M Ext 0  
 AREA REQUIRED: 1.151 ha. (2.84 ac.)  
 TEMP. WORK SPACE: 0.220 ha. (0.54 ac.)  
 OWNER(S): Bonnie Mcara (Undivided 1/2 Interest)  
               Lavina O'Neill (Undivided 1/2 Interest)  
 TITLE No.: 142071386, 142071410  
 SURFACE PARCEL No.: 119189661

**25**  
31-22-3

*no  
Pm J  
TR*


This plan certified correct this  
28th day of April, 2017.

  
Benjamin F. Clipperton  
Saskatchewan Land Surveyor



**NOTE: NOT TO BE USED FOR  
CONSTRUCTION PURPOSES**

**LEGEND:**  
 Survey Monuments shown thus:  Planted =  Found =   
 Wooden hubs planted shown thus:   
 Temporary Point shown thus:   
 Portions referred to shown thus:   
 Temporary Work Space shown thus:   
 Distances are in metres and decimals thereof.

No.	DATE	REVISION / ISSUED	JOB No.	SCALE 1:5000	MIDWEST SURVEYS INC.
0.	APR. 28, 2017	PLAN ISSUED	LS-0155-16		3007 - 50th Avenue P.O. Box 628 Lloydminster, SK S9V 1C2 Tel: 306-625-5990
SURVEYED BY: AP		CALC'D BY: BK	DRAWN BY: AR		 LS-0155-16-IOP-4D



**R.M. of Winslow  
No. 319**

BOX 310  
DODSLAND, SK S0L0V0  
PH: (306) 356-2106 or FAX: (306) 356-2085  
EMAIL: [rm319@sasktel.net](mailto:rm319@sasktel.net)  
Website: [www.mvrm.ca/319](http://www.mvrm.ca/319)

**AGREEMENT FOR SALE OF LAND & COMPENSATION FOR DAMAGES**

I, BONNIE MCARA and LAVINA O'NEILL of Edmonton Alberta  
being the Owner/Purchaser of

NE 25-31-22 W3 , Parcel # 119189661

Do hereby offer to sell to the RM a portion of the said land for the purpose of Road Construction the location and hereinafter specified conditions having been agreed upon between myself and Al Stabbler , representing the RM.

I agree to leave the land to be taken in its present condition and to allow the same to be used for the aforementioned purpose although the same may not yet have been surveyed. I agree to accept as compensation for the land to be taken and other damages, the amounts hereinafter specified, the same to be paid to me by the RM after approval by Council.

1. Land:  
Estimated area: 2.5 acre at \$1,500.00 per acre \$3,750.00
  
2. Damages:
 

a. Trees, shelter belts, and hedges, etc.	\$ _____
b. Fencing	\$ _____
c. Crop damage (\$400/acre)	\$ _____
d. Severance, Buildings and conditions, etc.	\$ _____
<b>TOTAL</b>	<b><u>\$3,750.00</u></b>

3. Other Conditions, considerations or instructions:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In witness whereof I hereunto subscribe my name \_\_\_\_\_, 2017.

Ryan Sebastienell  
Witness Ryan Sebastienell:

Lavina O'Neill  
Owner

Ryan Sebastienell  
Witness Ryan Sebastienell:

Bonnie McCara  
Owner

Recommended for Acceptance by:

Approved by Council this 18 day of  
APRIL, 2018.

Al Stabbler  
(name of RM representative)

Ryan MacDonald  
Reeve  
Administrator

**This offer must be approved by Council before it constitutes an agreement between the Owner & the R.M.**