

enerPLUS

EnerMark Inc.
The Dome Tower
3000, 333-7th Avenue SW
Calgary, Alberta T2P 2Z1
Tel 403.298.2200
Fax 403.298.2211
www.enerplus.com

August 3, 2005

TO THE ADDRESSEE S:

Re: Revision # 20 to Schedules A and B
Virden Roselea Unit No. 1
Enermark File: U364

Enclosed for your records are the revised Schedules A and B to the captioned Unit Agreement. In addition we enclose a copy of the Assignment of Unit Interest from Gentry Resources Ltd. to Enermark Inc.

Should you have any questions, feel free to call the undersigned.

Yours truly,

EnerMark Inc.

Bev Shatosky, P. Land
Contracts Landman,
Land Integration

Enclosures



ROSELEA UNIT NO. 1 OWNERS – ADDRESSEE LIST

EnerMark Inc.
3000, 333 – 7th Avenue S.W.
Calgary, Alberta T2P 2Z1

Attention: Manager Joint Interest

Enerplus Commercial Trust
3000, 333 – 7th Avenue S.W.
Calgary, Alberta T2P 2Z1

Attention: Manager Joint Interest

Acclaim Limited Partnership
1900, 255 – 5th Avenue S.W.
Calgary, Alberta T2P 3G6

Attention: Manager Joint Interest

Tundra Oil and Gas
1700 One Lombard Place
Winnipeg, Manitoba R3B 0X3

Attention: Joint Venture Manager

K & N Oil Development Co. Ltd.
#300, 2080 Broad Street
Regina, Saskatchewan S4P 1Y3

Attention: Joint Venture Manager

North West Exploration Company Ltd.
c/o Mrs. Jean Bye
1903 Louisiana Avenue
Ottawa, Ontario K1H 6T7

Gem Oil Inc.
Box 1111
Regina, Saskatchewan D4P 3B2

Attention: Shaun Spelliscy

Berwick Minerals Limited
135 Mayfair Crescent
Regina, Saskatchewan S4S 4J1

Attention: Joint Venture Manager

Manitoba Industry, Economic Development and Mines
360 – 1395 Ellice Avenue
Winnipeg, Manitoba R3G 3P2

Attention: John N. Fox, P.Eng.
Director Petroleum Branch

ASSIGNMENT OF UNIT INTEREST(S)

THIS AGREEMENT made as of the 27th day of April, 2005.

BETWEEN:

GENTRY RESOURCES LTD., a body corporate, having an office in the City of Calgary, in the Province of Alberta, successor in interest to CHARLES MILTON FRAZIER (hereinafter referred to as "Assignor")

- and -

ENERMARK INC., a body corporate, having an office in the City of Calgary, in the Province of Alberta (hereinafter referred to as "Assignee")

WHEREAS:

- (A) Assignor is the beneficial interest holder of the interest(s) of Charles Milton Frazier by virtue of an Agreement of Purchase and Sale dated January 1, 1997 in the unit(s) described in Schedule "A" hereto (such interest(s), whether there be one or more units, hereinafter referred to as the "Unit Interests");
- (B) Assignor has agreed to assign the Unit Interests to Assignee pursuant to the terms and conditions set forth in that Exchange Agreement dated as of the 1st day of March, 2005 (the "Governing Agreement");

NOW THEREFORE in consideration of the premises hereto and the covenants and agreements hereinafter set forth and contained, the parties hereto covenant and agree as follows:

1. Assignor hereby assigns, transfers, sets over and conveys unto Assignee, effective as of the 27th day of April, 2005, the Unit Interests, to have and to hold the same for its sole use and benefit absolutely.
2. The covenants, representations, warranties and indemnities contained in the Governing Agreement are incorporated herein as fully and effectively as if they were set out herein and there shall not be any merger of any covenant, representation, warranty or indemnity contained in the Governing Agreement by virtue of the execution and delivery hereof, any rule of law, equity or statute to the contrary notwithstanding.
3. If any term or provision hereof should conflict with any term or provision of the Governing Agreement, the term or provision of the latter shall prevail and this Agreement shall at all times be read subject to all terms and conditions of the Governing Agreement.
4. The assignment and conveyance effected by this Agreement is made with full right of substitution and subrogation of Assignee in and to all covenants, representations, warranties and indemnities previously given or made by others in respect of the Unit Interests or any part thereof.

5. The address for service of Assignee is:

EnerMark Inc.
3000, 333 - 7th Avenue S.W.
Calgary, Alberta
T2P 2Z1

Attention: Land Department
Fax: (403) 298-2211

6. This Agreement shall, in all respects, be subject to, interpreted, construed and enforced in accordance with and under the laws of the Province of Alberta and applicable laws of Canada and shall, in all respects, be treated as a contract made in the Province of Alberta. The parties hereto irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of Alberta and courts of appeal therefrom in respect of all matters arising out of or in connection with this Agreement.
7. This Agreement shall be binding upon and shall enure to the benefit of each of the parties hereto and their respective administrators, trustees, receivers, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

GENTRY RESOURCES LTD., successor in
interest to Charles Milton Frazier

Per: _____

L.B. (Larry) Buzan
Manager, Land & Negotiations

ENERMARK INC.

Per: _____

Kim Lowens
Manager, Business Development

SCHEDULE "A" ATTACHED TO AND FORMING PART OF AN ASSIGNMENT OF UNIT INTEREST(S) MADE AS OF THE 27TH DAY OF APRIL, 2005 BETWEEN GENTRY RESOURCES LTD. AS ASSIGNOR AND ENERMARK INC. AS ASSIGNEE

Undivided 0.672713170% interest in the Virden-Roselea Unit #1 Unit, being 100% of Assignor's interest therein obtained from Charles Milton Frazier.

ASSIGNMENT OF UNIT INTEREST(S)

THIS AGREEMENT made as of the 27th day of April, 2005.

BETWEEN:

GENTRY RESOURCES LTD., a body corporate, having an office in the City of Calgary, in the Province of Alberta (hereinafter referred to as "Assignor")

- and -

ENERMARK INC., a body corporate, having an office in the City of Calgary, in the Province of Alberta (hereinafter referred to as "Assignee")

WHEREAS:

- (A) Assignor is the holder of the interest(s) in the unit(s) described in Schedule "A" hereto (such interest(s), whether there be one or more units, hereinafter referred to as the "Unit Interests");
- (B) Assignor has agreed to assign the Unit Interests to Assignee pursuant to the terms and conditions set forth in that Exchange Agreement dated as of the 1st day of March, 2005 (the "Governing Agreement");

NOW THEREFORE in consideration of the premises hereto and the covenants and agreements hereinafter set forth and contained, the parties hereto covenant and agree as follows:

- 1. Assignor hereby assigns, transfers, sets over and conveys unto Assignee, effective as of the 27th day of April, 2005, the Unit Interests, to have and to hold the same for its sole use and benefit absolutely.
- 2. The covenants, representations, warranties and indemnities contained in the Governing Agreement are incorporated herein as fully and effectively as if they were set out herein and there shall not be any merger of any covenant, representation, warranty or indemnity contained in the Governing Agreement by virtue of the execution and delivery hereof, any rule of law, equity or statute to the contrary notwithstanding.
- 3. If any term or provision hereof should conflict with any term or provision of the Governing Agreement, the term or provision of the latter shall prevail and this Agreement shall at all times be read subject to all terms and conditions of the Governing Agreement.
- 4. The assignment and conveyance effected by this Agreement is made with full right of substitution and subrogation of Assignee in and to all covenants, representations, warranties and indemnities previously given or made by others in respect of the Unit Interests or any part thereof.

5. The address for service of Assignee is:

EnerMark Inc.
3000, 333 - 7th Avenue S.W.
Calgary, Alberta
T2P 2Z1

Attention: Land Department

Fax: (403) 298-2211

6. This Agreement shall, in all respects, be subject to, interpreted, construed and enforced in accordance with and under the laws of the Province of Alberta and applicable laws of Canada and shall, in all respects, be treated as a contract made in the Province of Alberta. The parties hereto irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of Alberta and courts of appeal therefrom in respect of all matters arising out of or in connection with this Agreement.
7. This Agreement shall be binding upon and shall enure to the benefit of each of the parties hereto and their respective administrators, trustees, receivers, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

GENTRY RESOURCES LTD.

Per: _____

L.B. (Larry) Buzan
Manager, Land & Negotiations

ENERMARK INC.

Per: _____

Kim Lowens
Manager, Business Development

SCHEDULE "A" ATTACHED TO AND FORMING PART OF AN ASSIGNMENT OF UNIT
INTEREST(S) MADE AS OF THE 27TH DAY OF APRIL, 2005 BETWEEN GENTRY
RESOURCES LTD. AS ASSIGNOR AND ENERMARK INC. AS ASSIGNEE

Undivided 9.9559856% interest in the Virden-Roselea Unit #1 Unit, being 100% of Assignor's
registered interest therein.

VIRDEN-ROSELEA UNIT NO. 1

SCHEDULE "A"

TRACT NUMBERS AND THE PRIMA FACIE WORKING INTEREST OWNERS OF THE TRACTS IN THE VIRDEN-ROSELEA UNIT NO. 1

<u>Tract Number</u>	<u>Working Interest Owner</u>	<u>Percentage Working Interest Ownership</u>
9A-19	Tundra Oil and Gas Ltd.	50
	Enerplus Commercial Trust	50
13-19	Tundra Oil and Gas Ltd.	50
	Enerplus Commercial Trust	50
16-19	Tundra Oil and Gas Ltd.	50
	Enerplus Commercial Trust	50
8-20	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
9-20	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
10-20	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
11-20	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
12-20	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
13-20	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
14-20	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
15-20	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
16-20	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
5-21	Enerplus Commercial Trust	58.5
	Acclaim Limited Partnership	39.0
	Berwick Minerals Limited	2.5
6-21	Enerplus Commercial Trust	58.92
	Acclaim Limited Partnership	39.28
	Berwick Minerals Limited	1.8
7-21	Enerplus Commercial Trust	58.68
	Acclaim Limited Partnership	39.12
	Berwick Minerals Limited	2.2
10-21	Enerplus Commercial Trust	58.92
	Acclaim Limited Partnership	39.28
	Berwick Minerals Limited	1.8

<u>Tract Number</u>	<u>Working Interest Owner</u>	<u>Percentage Working Interest Ownership</u>
11-21	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
12-21	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
13-21	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
14-21	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
15-21	Enerplus Commercial Trust	59.1
	Acclaim Limited Partnership	39.4
	Berwick Minerals Limited	1.5
2-28	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
3-28	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
4-28	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
5-28	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
1-29	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
2-29	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
3-29	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
4-29	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
5-29	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
6-29	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
7-29	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
8-29	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
10-29	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
11-29	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
12-29	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
1-30	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40

<u>Tract Number</u>	<u>Working Interest Owner</u>	<u>Percentage Working Interest Ownership</u>
2-30	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
3-30	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
4-30	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
5-30	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
6-30	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
7-30	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
8-30	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
9-30	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
10-30	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
11-30	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
12-30	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
15-30	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
9-23	Gentry Resources Ltd.	73.5
	Enerplus Commercial Trust	15.0
	Acclaim Limited Partnership	10.0
	North West Exploration Company Ltd.	1.5
10-23	Enermark Inc.	73.5
	Enerplus Commercial Trust	15.0
	Acclaim Limited Partnership	10.0
	North West Exploration Company Ltd.	1.5
11-23	Enermark Inc.	98.5
	North West Exploration Company Ltd.	1.5
12-23	Enermark Inc.	100
13-23	Enermark Inc.	98.5
	North West Exploration Company Ltd.	1.5
14-23	Enermark Inc.	98.5
	North West Exploration Company Ltd.	1.5

<u>Tract Number</u>	<u>Working Interest Owner</u>	<u>Percentage Working Interest Ownership</u>
15-23	Enermark Inc.	73.5
	Enerplus Commercial Trust	15.0
	Acclaim Limited Partnership	10.0
	North West Exploration Company Ltd.	1.5
16-23	Enermark Inc.	100
9-24	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
10-24	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
11-24	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
12-24	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
13-24	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
14-24	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
15-24	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
16-24	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
1-25	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
2-25	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
3-25	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
4-25	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
5-25	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
6-25	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
7-25	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
8-25	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
9-25	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
10-25	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
11-25	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40

<u>Tract Number</u>	<u>Working Interest Owner</u>	<u>Percentage Working Interest Ownership</u>
12-25	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
13-25	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
14-25	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
15-25	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
16-25	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
1-26	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
3-26	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
4-26	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
6-26	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
7-26	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
8-26	Enerplus Commercial Trust	60
	Acclaim Limited Partnership	40
9-26	Tundra Oil and Gas Ltd.	40
	Enerplus Commercial Trust	36
	Acclaim Limited Partnership	24
10-26	Tundra Oil and Gas Ltd.	40
	Enerplus Commercial Trust	36
	Acclaim Limited Partnership	24
15-26	Tundra Oil and Gas Ltd.	40
	Enerplus Commercial Trust	36
	Acclaim Limited Partnership	24
16-26	Tundra Oil and Gas Ltd.	40
	Enerplus Commercial Trust	36
	Acclaim Limited Partnership	24
1-36	K & N Oil Development Co. Ltd.	100
2-36	Gem Oil Inc.	100

VIRDEN ROSELEA UNIT NO. 1
OWNERS – ADDRESSEE LIST

EnerMark Inc.
3000, 333 – 7th Avenue S.W.
Calgary, Alberta T2P 2Z1

Attention: Manager Joint Interest

Enerplus Commercial Trust
3000, 333 – 7th Avenue S.W.
Calgary, Alberta T2P 2Z1

Attention: Manager Joint Interest

Acclaim Limited Partnership
1900, 255 – 5th Avenue S.W.
Calgary, Alberta T2P 3G6

Attention: Manager Joint Interest

Tundra Oil and Gas
1700 One Lombard Place
Winnipeg, Manitoba R3B 0X3

Attention: Joint Venture Manager

K & N Oil Development Co. Ltd.
#300, 2080 Broad Street
Regina, Saskatchewan S4P 1Y3

Attention: Joint Venture Manager

North West Exploration Company Ltd.
c/o Mrs. Jean Bye
1903 Louisiana Avenue
Ottawa, Ontario K1H 6T7

Gem Oil Inc.
Box 1111
Regina, Saskatchewan D4P 3B2

Attention: Shaun Spelliscy

Berwick Minerals Limited
135 Mayfair Crescent
Regina, Saskatchewan S4S 4J1

Attention: Joint Venture Manager

Manitoba Industry, Economic Development
and Mines
360 – 1395 Ellice Avenue
Winnipeg, Manitoba R3G 3P2

Attention: John N. Fox, P.Eng.
Director Petroleum Branch

Effective July 28, 2005

Revision 20

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VIRDEN-ROSELEA UNIT NO.1

SCHEDULE "B"

PRIMA FACIE WORKING INTEREST OWNERS AND THEIR FINAL PARTICIPATING
INTEREST IN THE VIRDEN-ROSELEA UNIT NO. 1

Working Interest Owner:

Final Participating
Interest (%)

Enerplus Commercial Trust	52.661095100
Acclaim Limited Partnership	34.509738660
Enermark Inc.	10.62869900
Tundra Oil and Gas Ltd.	1.719964870
K & N Oil Development Co. Ltd.	0.279600670
North West Exploration Company Ltd.	0.087818950
Gem Oil Inc.	0.059066940
Berwick Minerals Limited	<u>0.054016040</u>

TOTAL

100.000000000

*Sent 16th
adds up to
100.00000023
Collected Bred.*

The entire interest of Gentry Resources Ltd. was assigned to EnerMark Inc. effective Jan 1, 2005.

The entire interest of Charles Milton Frazier was assigned to Enermark Inc. effective Jan. 1, 2005