



**EOG Resources Canada Inc.**

1300, 700 - 9th Avenue S.W.

Calgary, Alberta T2P 3V4

(403) 297-9100

Fax (403) 297-9199

Fax (403) 297-9198 Accounting/Land

17 January 2000

**TO PARTICIPANTS IN WASKADA UNIT NO. 16**

Dear Sir/Madam:

**Subject: Unit Agreements**

As Operator of the Waskada Unit No. 16, EOG Resources Canada Inc. hereby forwards revisions to the appropriate exhibits to the Unit Agreements to reflect the Certificate of Amendment for the name change of Poco Petroleums Ltd. to Burlington Resources Canada Energy Ltd. Should you have any questions regarding this matter, please contact the undersigned at (403) 297-9130.

Yours very truly,

**EOG RESOURCES CANADA INC.**

A handwritten signature in dark ink, appearing to read "Pamela Currey", written over a horizontal line.

Pamela D. Currey,  
Administrative Assistant

/pdc  
attach

xc: Land - M. McCall  
Accounting - J. Broadley

*changed.*  
*P.*

**WASKADA UNIT NO. 16  
ROYALTY INTEREST OWNERS**

**Addressee List**

Santa Fe Energy Resources of Canada, Inc.  
#1000, 1616 South Voss  
Houston, Texas 77057  
USA

Tundra Oil and Gas Ltd.  
1111 One Lombard Place  
Winnipeg, Manitoba  
R3B 0X4

Great Northern Energy Corporation Inc.  
#1670, 801 - 6th Avenue S.W.  
Calgary, Alberta  
T2P 3W2

Attention: Mr. G.W. Litscke

Mr. William T. Passant  
4183 Gellatly Road  
Westbank, B.C.  
V4T 2K2

Patlet Ventures Ltd.  
43 willow Place  
Brandon, Manitoba  
R7B 3V2

Lintus Resources Limited  
Suite 1506 Dome Tower  
333 - 7th Avenue S.W.  
Calgary, Alberta  
T2P 2Z1

Attention: Land Department

Tempella Resources Ltd.  
c/o Mr. Donald Temple  
Box 64  
Waskada, Manitoba  
R0M 2E0

Manitoba Energy and Mines  
Suite 360, 1395 Ellise Avenue  
Winnipeg, Manitoba  
R3G 0G3

Attention: Unitization Department

**EXHIBIT "A"**

**ATTACHED TO AND FORMING PART OF AN AGREEMENT ENTITLED  
"UNIT AGREEMENT - WASKADA UNIT NO. 16"**

**TRACTS AND TRACT PARTICIPATION**

<u>Tract Number</u>	<u>Land Description</u>	<u>WORKING INTERESTS</u>		<u>ROYALTY INTERESTS</u>		
		<u>Working Interest Owner</u>	<u>Share of Working Interest _____(%)____</u>	<u>Royalty Interest Owner</u>	<u>Share of Royalty Interest _____(%)____</u>	<u>Tract Participation Factor</u>
1	3-4-2-25 WPM	EOG	(1)(2) 100.000	Crown	100.000	0.01903
2	4-4-2-25 WPM	EOG	(1)(2) 100.000	Crown	100.000	0.03351
3	5-4-2-25 WPM	EOG	(1)(2) 100.000	Crown	100.000	0.05135
4	6-4-2-25 WPM	EOG	(1)(2) 100.000	Crown	100.000	0.03320
5	11-4-2-25 WPM	EOG	(1)(2) 100.000	Crown	100.000	0.02379
6	12-4-2-25 WPM	EOG	(1)(2) 100.000	Crown	100.000	0.02786
7	9-5-2-25 WPM	EOG CNR Talisman	62.500 (3)(4)(5)(6) 12.500 25.000	Patlet	100.000	0.04892
8	10-5-2-25 WPM	EOG CNR Talisman	62.500 (3)(4)(5)(6) 12.500 25.000	Patlet	100.000	0.01255

9	15-5-2-25 WPM	EOG CNR Talisman	(3)(4)(5)(6) 62.500 12.500 25.000	Patlet	100.000	0.01260
10	16-5-2-25 WPM	EOG CNR Talisman	(3)(4)(5)(6) 62.500 12.500 25.000	Patlet	100.000	0.02028
11	13-4-2-25 WPM	EOG	(1)(2) 100.000	Crown	100.000	0.03958
12	14-4-2-25 WPM	EOG	(1)(2) 100.000	Crown	100.000	0.02911
13	15-4-2-25 WPM	EOG	(1)(2) 100.000	Crown	100.000	0.02610
14	2-9-2-25 WPM	EOG	(7)(8) 100.000	Tempella	100.000	0.03397
15	4-9-2-25 WPM	EOG CNR Talisman	(3)(4)(5)(6) 62.500 12.500 25.000	Patlet	100.000	0.03107
16	9-4-2-25 WPM	EOG	(1)(2) 100.000	Crown	100.000	0.02040
17	10-4-2-25 WPM	EOG	(1)(2) 100.000	Crown	100.000	0.03349
18	16-4-2-25 WPM	EOG	(1)(2) 100.000	Crown	100.000	0.02951
19	4-10-2-25 WPM	EOG CNR	93.750 (7)(10) 6.250	Crown	100.000	0.01452
20	1-9-2-25 WPM	EOG	(7)(8) 100.000	Tempella	100.000	0.02659
21	3-9-2-25 WPM	EOG CNR Talisman	(3)(4)(5)(6) 62.500 12.500 25.000	Patlet	100.000	0.04839
22	5-9-2-25 WPM	EOG CNR Talisman	(3)(4)(5)(6) 62.500 12.500 25.000	Patlet	100.000	0.02167
23	6-9-2-25 WPM	EOG CNR Talisman	(3)(4)(5)(6) 62.500 12.500 25.000	Patlet	100.000	0.02668

24	7-9-2-25 WPM	EOG	(7)(8) 100.000	Tempella	100.000	0.04670
25	8-9-2-25 WPM	EOG	(7)(8) 100.000	Tempella	100.000	0.02758
26	5-10-2-25 WPM	EOG CNR	93.750 (7)(10) 6.250	Crown	100.000	0.02541
27	12-10-2-25 WPM	EOG CNR	93.750 (7)(10) 6.250	Crown	100.000	0.04753
28	9-9-2-25 WPM	EOG	(7)(8) 100.000	Tempella	100.000	0.05808
29	10-9-2-25 WPM	EOG	(7)(8) 100.000	Tempella	100.000	0.01230
30	15-9-2-25 WPM	EOG	(7)(8) 100.000	Tempella	100.000	0.02303
31	16-9-2-25 WPM	EOG	(7)(8) 100.000	Tempella	100.000	0.03212
32	13-10-2-25 WPM	EOG CNR	93.750 (7)(10) 6.250	Crown	100.000	0.04606
33	14-10-2-25 WPM	EOG Burlington CNR	68.750 25.000 (9)(10) 6.250	Crown	100.000	<u>0.01702</u>
						1.00000

Revision #6: February 1, 2000  
Name Change: Poco Petroleum Ltd. to Burlington Resources Canada Energy Ltd.

**ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE  
"UNIT AGREEMENT - WASKADA UNIT NO. 16"**

**NOTES:**

- (1) TRACTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 16, 17 and 18 are subject to a non-convertible gross overriding royalty of 10% calculated on 37.5% of production payable to Lintus by EOG.
- (2) TRACTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 16, 17 and 18 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (5% min - 10% max) on oil, calculated on 25% of production payable to Santa Fe by EOG.
- (3) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 10% calculated on 20% of production payable to Lintus by EOG.
- (4) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to an non-convertible gross overriding royalty of 1/150th (4% to 8%) on oil, calculated on 25% of production payable to Santa Fe by CNR, EOG and Talisman.
- (5) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (min 4% - 8% max) on oil, calculated on 25% of production payable to Tundra by CNR, EOG and Talisman.
- (6) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 1% calculated on 100% of production payable to Grt Northern by CNR, EOG and Talisman.
- (7) TRACTS 14, 19, 20, 24, 25, 26, 27, 28, 29, 30, 31 and 32 are subject to a non-convertible gross overriding royalty of 10% calculated on 50% of production payable to Burlington by EOG.
- (8) TRACTS 14, 20, 24, 25, 28, 29, 30 and 31 are subject to a non-convertible gross overriding royalty of 1% calculated on 50% of production payable to Passant by EOG.
- (9) TRACT 33 - Burlington elected to convert its GORR to a 25% working interest.
- (10) TRACTS 19, 26, 27, 32 and 33 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (4% to 8%) on oil, calculated on 18.75% of production payable to Santa Fe (50%) and Tundra (50%) by EOG.

Revision #11: February 1, 2000

Name Change: Poco Petroleums Ltd. to Burlington Resources Canada Energy Ltd.

## LIST OF ABBREVIATIONS

### ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE "UNIT AGREEMENT - WASKADA UNIT NO. 16"

<u>ABBREVIATION</u>	<u>MEANING</u>
Burlington	Burlington Resources Canada Energy Ltd.
CNR	Canadian Natural Resources, by its Managing Partner Canadian Natural Resources Limited
Crown	Her Majesty the Queen, in the right of the Province of Manitoba
EOG	EOG Resources Canada Inc.
Grt Northern	Great Northern Energy Corporation Inc.
Lintus	Lintus Resources Limited
Passant	William T. Passant
Patlet	Patlet Ventures Ltd.
Santa Fe	Santa Fe Energy Resources of Canada, Inc.
Talisman	Talisman Energy Inc.
Tempella	Tempella Resources Ltd.
Tundra	Tundra Oil and Gas Ltd.

Revision #12: February 1, 2000

Name Change: Poco Petroleums Ltd. to Burlington Resources Canada Energy Ltd.

## EXHIBIT "D"

### ATTACHED TO AND MADE PART OF "UNIT OPERATING AGREEMENT WASKADA UNIT NO. 16"

#### PARTICIPATIONS OF WORKING INTEREST OWNERS

<u>Owner</u>	<u>Unit Participation (%)</u>
Canadian Natural Resources	3.718
EOG Resources Canada Inc.	90.302
Talisman Energy Inc.	5.554
Burlington Resources Canada Energy Ltd.	0.426
	<hr/>
	100.000

Revision #9: February 1, 2000

Name Change: POCO Petroleum Ltd. to Burlington Resources Canada Energy Ltd.

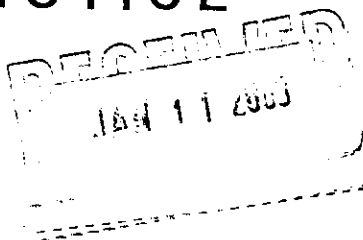


# NOTICE

1. DKP
2. MHM
3. BOOK

January 7, 2000

EOG RESOURCES CANADA INC.  
1300, 700 - 9 AVENUE S.W.  
CALGARY, AB  
T2P 3V4



ATTENTION: LAND DEPARTMENT

**RE: Poco Petroleums Ltd.**

This notice is to advise you that effective January 1, 2000, **POCO PETROLEUMS LTD.** changed its name to **BURLINGTON RESOURCES CANADA ENERGY LTD.** under the Alberta Business Corporations Act. Copies of the Certificate of Amendment and Articles of Amendment are enclosed for your records.

Our address and telephone numbers remain the same.

Accordingly, all further communications, notices, invoices, payments, changes and documents pertaining to Poco Petroleums Ltd. should be addressed as follows:

**Address for Service:** BURLINGTON RESOURCES CANADA ENERGY LTD.  
P.O. Box 4365, Postal Station C  
Calgary, Alberta T2T 5N2

**Street Address:** BURLINGTON RESOURCES CANADA ENERGY LTD.  
3700 Bow Valley Square IV  
250 - 6 Avenue S.W.  
Calgary, Alberta T2P 3H7

Main Phone: (403) 260-8000  
Main Fax: (403) 263-2708

Please amend your records to reflect the above name change. Should you require further information kindly contact our office.

Yours truly,

**BURLINGTON RESOURCES CANADA ENERGY LTD.**

Melanie E. Storey, Supervisor  
Contracts and Land Administration

mes  
encl.

xc: ACCT.  
DRLG.  
EXPL.  
PROD.  
ML  
DLW

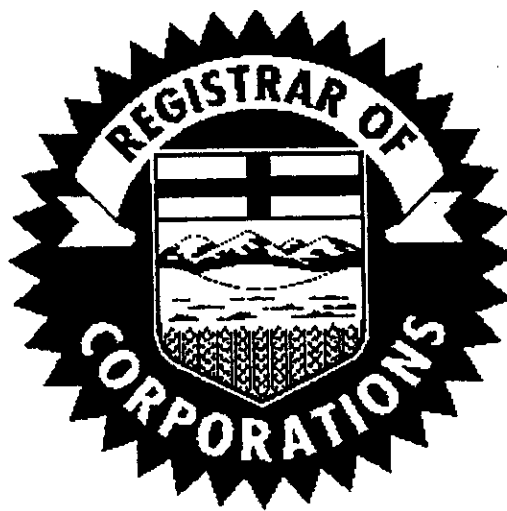
**CORPORATE ACCESS NUMBER: 208129270**



**BUSINESS CORPORATIONS ACT**

**CERTIFICATE  
OF  
AMENDMENT**

**POCO PETROLEUMS LTD.  
CHANGED ITS NAME TO BURLINGTON RESOURCES CANADA ENERGY  
LTD. ON 2000/01/01.**



# Name Change Alberta Corporation - Registration Statement

Service Request Number: 1679187

Corporate Access Number: 208129270

Previous Legal Entity Name: POCO PETROLEUMS LTD.

Previous French Equivalent Name:

Legal Entity Name: BURLINGTON RESOURCES CANADA ENERGY LTD.

New French Equivalent Name:

Legal Entity Status: Active

Alberta Corporation Type: Named Alberta Corporation

Nuans Report Number: 66140435

Nuans Report Date: 1999/12/22

French Name Nuans Report Number:

French Name Nuans Report Date:

Future Dating Required:

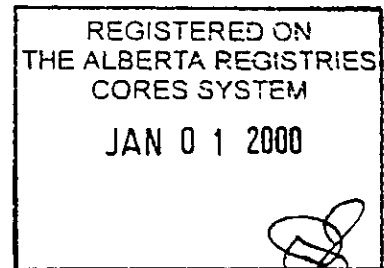
Professional Endorsement Provided:

Amendment Date: 2000/01/01

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## Annual Returns

File Year	Date Filed
1999	1999/11/26



Registration Authorized By: C. PERRY SPITZNAGEL  
SOLICITOR

BUSINESS CORPORATIONS ACT  
(SECTIONS 27 or 171)

REGISTERED ON  
THE ALBERTA REGISTRIES  
CORES SYSTEM  
FORM 4  
JAN 01 2000

Alberta

ARTICLES OF AMENDMENT

1. NAME OF CORPORATION:

Poco Petroleums Ltd.

2. ALBERTA CORPORATE ACCESS NUMBER:

208129270

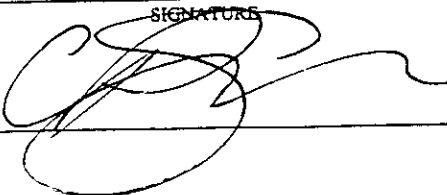
3. ITEM NO. \_\_\_\_ OF THE ARTICLES OF THE ABOVE NAMED CORPORATION ARE AMENDED IN ACCORDANCE WITH SECTION \_\_\_\_ OF THE BUSINESS CORPORATIONS ACT.

Pursuant to subsection 167(1)(a) of the *Business Corporations Act* (Alberta), the Articles of the Corporation are amended by changing the name of the Corporation from Poco Petroleums Ltd. to **Burlington Resources Canada Energy Ltd.**

4. DATE

January 1, 2000

SIGNATURE



TITLE

Solicitor

FILED



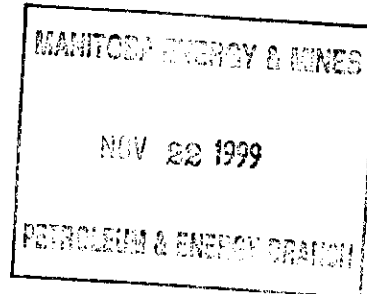
**EOG Resources Canada Inc.**

1300, 700 - 9th Avenue S.W.  
Calgary, Alberta T2P 3V4

(403) 297-9100

Fax (403) 297-9199

Fax (403) 297-9198 Accounting/Land



16 November 1999

**TO PARTICIPANTS IN WASKADA UNIT NO. 16**

Dear Sir/Madam:

**Subject: Unit Agreements**

As Operator of the Waskada Unit No. 16, EOG Resources Canada Inc. hereby forwards revisions to the appropriate exhibits to the Unit Agreements to reflect the amalgamation of Highridge Exploration Ltd. with Talisman Energy Inc.

Should you have any questions or concerns regarding this matter, please contact the undersigned at (403) 297-9130.

Yours very truly,

**EOG RESOURCES CANADA INC.**

A handwritten signature in cursive script, appearing to read "Pamela D. Currey".

Pamela D. Currey,  
Administrative Assistant

/pdc  
attach

Handwritten initials or a signature, possibly "D. Currey", written in the bottom right corner of the page.

**WASKADA UNIT NO. 16  
ROYALTY INTEREST OWNERS**

**Addressee List**

Santa Fe Energy Resources of Canada, Inc.  
#1000, 1616 South Voss  
Houston, Texas 77057  
USA

Tundra Oil and Gas Ltd.  
1111 One Lombard Place  
Winnipeg, Manitoba  
R3B 0X4

Great Northern Energy Corporation Inc.  
#1670, 801 - 6th Avenue S.W.  
Calgary, Alberta  
T2P 3W2

Attention: Mr. G.W. Litscke

Mr. William T. Passant  
4183 Gellatly Road  
Westbank, B.C.  
V4T 2K2

Patlet Ventures Ltd.  
43 willow Place  
Brandon, Manitoba  
R7B 3V2

Lintus Resources Limited  
Suite 1506 Dome Tower  
333 - 7th Avenue S.W.  
Calgary, Alberta  
T2P 2Z1

Attention: Land Department

Tempella Resources Ltd.  
c/o Mr. Donald Temple  
Box 64  
Waskada, Manitoba  
R0M 2E0

Manitoba Energy and Mines  
Suite 360, 1395 Ellise Avenue  
Winnipeg, Manitoba  
R3G 0G3

Attention: Unitization Department

EXHIBIT "A"

ATTACHED TO AND FORMING PART OF AN AGREEMENT ENTITLED  
"UNIT AGREEMENT - WASKADA UNIT NO. 16"

TRACTS AND TRACT PARTICIPATION

Tract Number	Land Description	WORKING INTERESTS		ROYALTY INTERESTS		
		Working Interest Owner	Share of Working Interest (%)	Royalty Interest Owner	Share of Royalty Interest (%)	Tract Participation Factor
1	3-4-2-25 WPM	EOG	(1)(2) 100.000	Crown	100.000	0.01903
2	4-4-2-25 WPM	EOG	(1)(2) 100.000	Crown	100.000	0.03351
3	5-4-2-25 WPM	EOG	(1)(2) 100.000	Crown	100.000	0.05135
4	6-4-2-25 WPM	EOG	(1)(2) 100.000	Crown	100.000	0.03320
5	11-4-2-25 WPM	EOG	(1)(2) 100.000	Crown	100.000	0.02379
6	12-4-2-25 WPM	EOG	(1)(2) 100.000	Crown	100.000	0.02786
7	9-5-2-25 WPM	EOG CNR Talisman	62.500 (3)(4)(5)(6) 12.500 25.000	Patlet	100.000	0.04892
8	10-5-2-25 WPM	EOG CNR Talisman	62.500 (3)(4)(5)(6) 12.500 25.000	Patlet	100.000	0.01255
9	15-5-2-25 WPM	EOG	62.500	Patlet	100.000	0.01260

10	CNR Talisman	16-5-2-25 WPM	(3)(4)(5)(6) 12.500 25.000	Patlet	100.000	0.02028
	EOG CNR Talisman		62.500 (3)(4)(5)(6) 12.500 25.000			
11	EOG	13-4-2-25 WPM	(1)(2) 100.000	Crown	100.000	0.03958
12	EOG	14-4-2-25 WPM	(1)(2) 100.000	Crown	100.000	0.02911
13	EOG	15-4-2-25 WPM	(1)(2) 100.000	Crown	100.000	0.02610
14	EOG	2-9-2-25 WPM	(7)(8) 100.000	Tempella	100.000	0.03397
15	EOG CNR Talisman	4-9-2-25 WPM	62.500 (3)(4)(5)(6) 12.500 25.000	Patlet	100.000	0.03107
16	EOG	9-4-2-25 WPM	(1)(2) 100.000	Crown	100.000	0.02040
17	EOG	10-4-2-25 WPM	(1)(2) 100.000	Crown	100.000	0.03349
18	EOG	16-4-2-25 WPM	(1)(2) 100.000	Crown	100.000	0.02951
19	EOG CNR	4-10-2-25 WPM	93.750 (7)(10) 6.250	Crown	100.000	0.01452
20	EOG	1-9-2-25 WPM	(7)(8) 100.000	Tempella	100.000	0.02659
21	EOG CNR Talisman	3-9-2-25 WPM	62.500 (3)(4)(5)(6) 12.500 25.000	Patlet	100.000	0.04839
22	EOG CNR Talisman	5-9-2-25 WPM	62.500 (3)(4)(5)(6) 12.500 25.000	Patlet	100.000	0.02167
23	EOG CNR Talisman	6-9-2-25 WPM	62.500 (3)(4)(5)(6) 12.500 25.000	Patlet	100.000	0.02668



24	7-9-2-25 WPM	EOG	(7)(8) 100.000	Tempella	100.000	0.04670
25	8-9-2-25 WPM	EOG	(7)(8) 100.000	Tempella	100.000	0.02758
26	5-10-2-25 WPM	EOG CNR	93.750 (7)(10) 6.250	Crown	100.000	0.02541
27	12-10-2-25 WPM	EOG CNR	93.750 (7)(10) 6.250	Crown	100.000	0.04753
28	9-9-2-25 WPM	EOG	(7)(8) 100.000	Tempella	100.000	0.05808
29	10-9-2-25 WPM	EOG	(7)(8) 100.000	Tempella	100.000	0.01230
30	15-9-2-25 WPM	EOG	(7)(8) 100.000	Tempella	100.000	0.02303
31	16-9-2-25 WPM	EOG	(7)(8) 100.000	Tempella	100.000	0.03212
32	13-10-2-25 WPM	EOG CNR	93.750 (7)(10) 6.250	Crown	100.000	0.04606
33	14-10-2-25 WPM	EOG Poco CNR	68.750 25.000 (9)(10) 6.250	Crown	100.000	<u>0.01702</u>
						1.00000

**ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE  
"UNIT AGREEMENT - WASKADA UNIT NO. 16"**

**NOTES:**

- (1) TRACTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 16, 17 and 18 are subject to a non-convertible gross overriding royalty of 10% calculated on 37.5% of production payable to Lintus by EOG.
- (2) TRACTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 16, 17 and 18 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (5% min - 10% max) on oil, calculated on 25% of production payable to Santa Fe by EOG.
- (3) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 10% calculated on 20% of production payable to Lintus by EOG.
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- (5) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (min 4% - 8% max) on oil, calculated on 25% of production payable to Tundra by CNR, EOG and Talisman.
- (6) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 1% calculated on 100% of production payable to Grt Northern by CNR, EOG and Talisman.
- (7) TRACTS 14, 19, 20, 24, 25, 26, 27, 28, 29, 30, 31 and 32 are subject to a non-convertible gross overriding royalty of 10% calculated on 50% of production payable to Poco by EOG.
- (8) TRACTS 14, 20, 24, 25, 28, 29, 30 and 31 are subject to a non-convertible gross overriding royalty of 1% calculated on 50% of production payable to Passant by EOG.
- (9) TRACT 33 - Poco elected to convert its GORR to a 25% working interest.
- (10) TRACTS 19, 26, 27, 32 and 33 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (4% to 8%) on oil, calculated on 18.75% of production payable to Santa Fe (50%) and Tundra (50%) by EOG.

Revision #10: November 1, 1999  
Amalgamation: Highridge with Talisman

## LIST OF ABBREVIATIONS

### ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE "UNIT AGREEMENT - WASKADA UNIT NO. 16"

<u>ABBREVIATION</u>	<u>MEANING</u>
Santa Fe	Santa Fe Energy Resources of Canada, Inc.
Crown	Her Majesty the Queen, in the right of the Province of Manitoba
EOG	EOG Resources Canada Inc.
Grt Northern	Great Northern Energy Corporation Inc.
Passant	William T. Passant
Patlet	Patlet Ventures Ltd.
CNR	Canadian Natural Resources, by its Managing Partner Canadian Natural Resources Limited
Poco	Poco Petroleums Ltd.
Lintus	Lintus Resources Limited
Talisman	Talisman Energy Inc.
Tempella	Tempella Resources Ltd.
Tundra	Tundra Oil and Gas Ltd.

Revision #11: November 1, 1999  
Amalgamation: Highridge with Talisman

**TALISMAN**  
ENERGY

TALISMAN ENERGY INC.  
SUITE 2400, 855 2ND STREET S.W.  
CALGARY, ALBERTA T2P 4J9  
FAX (403) 237-1902  
TEL (403) 237-1234  
www.talisman-energy.com

## NOTICE OF AMALGAMATION

Effective October 15, 1999, Rigel Oil & Gas Ltd., Highridge Exploration Ltd. and High Bullen Resources Ltd. amalgamated with Talisman Energy Inc. and continue to carry on business as:

### TALISMAN ENERGY INC.

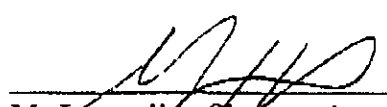
In connection with these transactions, Rigel Oil & Gas Ltd.'s parent company, Rigel Energy Corporation, was dissolved effective October 15, 1999.

Please amend your records accordingly and direct all correspondence relating to Rigel Oil & Gas Ltd., Rigel Energy Corporation, Highridge Exploration Ltd. and High Bullen Resources Ltd. to Talisman Energy Inc. at the address you are currently using.

As a result of the amalgamations, Talisman Energy Inc. became entitled to all rights and properties of Rigel Oil & Gas Ltd., Highridge Exploration Ltd. and High Bullen Resources Ltd. and became responsible for all of their liabilities. Copies of the Certificates of Amalgamation effecting these changes will be provided to you upon request.

Please accept this notice as constituting formal notice for the purposes of all agreements which you may have with any of the amalgamating companies.

Dated at Calgary, Alberta, this 18th day of October, 1999.

  
\_\_\_\_\_  
M. Jacqueline Sheppard  
Vice-President, Legal and Corporate  
Projects, and Corporate Secretary



Industry Canada

Industrie Canada

**Certificate  
of Amalgamation****Canada Business  
Corporations Act****Certificat  
de fusion****Loi canadienne sur  
les sociétés par actions****Highridge Exploration Ltd.****367110-1**

Name of corporation-Dénomination de la société

Corporation number-Numéro de la société

I hereby certify that the above-named corporation resulted from an amalgamation, under section 185 of the *Canada Business Corporations Act*, of the corporations set out in the attached articles of amalgamation.

Je certifie que la société susmentionnée est issue d'une fusion, en vertu de l'article 185 de la *Loi canadienne sur les sociétés par actions*, des sociétés dont les dénominations apparaissent dans les statuts de fusion ci-joints.

Director - Directeur

October 15, 1999 / le 15 octobre 1999

Date of Amalgamation - Date de fusion

**Canada**

Canada Business  
Corporations ActFORM 9  
ARTICLES OF AMALGAMATION  
(SECTION 185)

## 1. NAME OF AMALGAMATED CORPORATION

Highridge Exploration Ltd.

## 2. THE PLACE IN CANADA WHERE THE REGISTERED OFFICE IS TO BE SITUATED

Judicial District of Calgary, Province of Alberta

## 3. THE CLASSES AND ANY MAXIMUM NUMBER OF SHARES THAT THE CORPORATION IS AUTHORIZED TO ISSUE

An unlimited number of shares designated as common shares.

## 4. RESTRICTIONS, IF ANY, ON SHARE TRANSFERS

None

## 5. NUMBER (OR MINIMUM AND MAXIMUM NUMBER) OF DIRECTORS

The Corporation shall have a minimum of two and a maximum of nine directors.

## 6. RESTRICTIONS, IF ANY, ON BUSINESS THE CORPORATION MAY CARRY ON

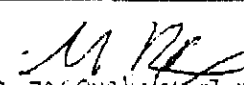
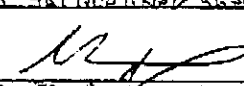
None.

## 7. OTHER PROVISIONS, IF ANY

The directors may, between annual general meetings, appoint one or more additional directors of the Corporation to serve until the next annual general meeting, but the number of additional directors shall not at any time exceed 1/3 of the number of directors who held office at the expiration of the last annual meeting of the Corporation.

## 8. THE AMALGAMATION HAS BEEN APPROVED PURSUANT TO THAT SECTION OR SUBSECTION OF THE ACT WHICH IS INDICATED AS FOLLOWS:

☐ 183☒ 184(1)☐ 184(2)

9. NAME OF AMALGAMATING CORPORATIONS	CORPORATION NO.	SIGNATURE	DATE	TITLE
HIGHRIDGE EXPLORATION LTD.	366929-7	 M. JACQUELINE SHEPPARD	15/10/99	VICE-PRESIDENT LEGAL AND CORPORATE AFFAIRS AND CORPORATE SECRETARY
HIGH BULLEN RESOURCES LTD.	366930-1	 M. JACQUELINE SHEPPARD	15/10/99	VICE-PRESIDENT, LEGAL AND CORPORATE AFFAIRS AND CORPORATE SECRETARY

FOR DEPARTMENTAL USE ONLY  
CORPORATION NO.

367110-1

FILED SECRETARY

15/10/99



Industry Canada

Industrie Canada

**Certificate  
of Amalgamation****Canada Business  
Corporations Act****Certificat  
de fusion****Loi canadienne sur  
les sociétés par actions**

Talisman Energy Inc./

Société d'énergie Talisman Inc.

367111-9

Name of corporation-Dénomination de la société

Corporation number-Numéro de la société

I hereby certify that the above-named corporation resulted from an amalgamation, under section 185 of the *Canada Business Corporations Act*, of the corporations set out in the attached articles of amalgamation.

Je certifie que la société susmentionnée est issue d'une fusion, en vertu de l'article 185 de la *Loi canadienne sur les sociétés par actions*, des sociétés dont les dénominations apparaissent dans les statuts de fusion ci-joints.

Director - Directeur

October 15, 1999 / le 15 octobre 1999

Date of Amalgamation - Date de fusion

Canada

Industry Canada

Canada Business  
Corporations ActFORM 9  
ARTICLES OF AMALGAMATION  
(SECTION 185)

## 1. NAME OF AMALGAMATED CORPORATION

Talisman Energy Inc./Societe d'energie Talisman Inc.

## 2. THE PLACE IN CANADA WHERE THE REGISTERED OFFICE IS TO BE SITUATED

Judicial District of Calgary, Province of Alberta

## 3. THE CLASSES AND ANY MAXIMUM NUMBER OF SHARES THAT THE CORPORATION IS AUTHORIZED TO ISSUE

The annexed Schedule "A" is incorporated herein.

## 4. RESTRICTIONS, IF ANY, ON SHARE TRANSFERS

There are no restrictions on transfers of shares.

## 5. NUMBER (OR MINIMUM AND MAXIMUM NUMBER) OF DIRECTORS

Maximum: 20, Minimum: 4, as determined from time to time by the directors.

## 6. RESTRICTIONS, IF ANY, ON BUSINESS THE CORPORATION MAY CARRY ON

There are no restrictions.

## 7. OTHER PROVISIONS, IF ANY

The annexed Schedule "B" is incorporated herein.

## 8. THE AMALGAMATION HAS BEEN APPROVED PURSUANT TO THAT SECTION OR SUBSECTION OF THE ACT WHICH IS INDICATED AS FOLLOWS:

☐ 183☒ 184(1)☐ 184(2)

3. NAME OF AMALGAMATING CORPORATIONS	CORPORATION NO.	SIGNATURE	DATE	TITLE
TALISMAN ENERGY INC.	3543374	<i>M/L</i>	15/10/99	VICE-PRESIDENT LEGAL AND COMPLIANCE PROJECTS AND CORPORATE SECRETARY
RIGEL OIL & GAS LTD.	3255727	<i>M/L</i>	15/10/99	VICE-PRESIDENT LEGAL AND COMPLIANCE PROJECTS AND CORPORATE SECRETARY
HIGHRIDGE EXPLORATION LTD.	367110-1	<i>M/L</i>	15/10/99	VICE-PRESIDENT AND SECRETARY

FOR DEPARTMENTAL USE ONLY  
CORPORATION NO.

FILED

367111-9

15/10/99





**Enron Oil Canada Ltd.**

1300, 700 - 9th Avenue S.W.

Calgary, Alberta, Canada T2P 3V4

(403) 297-9100

Fax (403) 297-9199

Fax (403) 297-9198 Accounting/Land

7 September 1999

**ALL WORKING INTEREST OWNERS  
ALL ROYALTY INTEREST OWNERS  
WASKADA UNIT NO. 16  
(Addressee List Attached)**

Gentlemen:

**SUBJECT: Unit & Unit Operating Agreements**

We have been notified that through an Assignment Pioneer Natural Resources Canada Inc. assigned its entire interest in the subject Unit to Canadian Natural Resources. Also, by way of a Certificate of Amendment Enron Oil Canada Ltd. changed its name to EOG Resources Canada Inc. on August 23, 1999. To give effect to these changes within the above agreements, we enclose revised Exhibits for your records.

Should you have any questions or concerns regarding these revisions please contact the undersigned at 297-9130.

Yours very truly,

**EOG RESOURCES CANADA INC.  
(formerly Enron Oil Canada Ltd.)**

Pamela D. Currey,  
Administrative Assistant

/pdc  
attach

xc: Accounting: J. Broadley  
Land: M. McCall

Natural gas. Electricity. Endless possibilities.

*Charged p*

**WASKADA UNIT NO. 16  
OPERATING COMMITTEE**

**Addressee List**

CANADIAN NATURAL RSOUCES  
#2000, 425 - 1<sup>st</sup> Street SW  
Calgary, Alberta  
T2P 3L8

Attention: Land Department

HIGHRIDGE EXPLORATION LTD.  
Suite 1500, 633 - 6th Avenue S.W.  
Calgary, Alberta  
T2P 2Y5

Attention: Kelly Adams

POCO PETROLEUMS LTD.  
#3500, 250 - 6th Avenue S.W.  
Calgary, Alberta  
T2P 3H7

Attention: Mr. K. Hertz

**WASKADA UNIT NO. 16  
ROYALTY INTEREST OWNERS**

**Addressee List**

Santa Fe Energy Resources of Canada, Inc.  
#1000, 1616 South Voss  
Houston, Texas 77057  
USA

Tundra Oil and Gas Ltd.  
1111 One Lombard Place  
Winnipeg, Manitoba  
R3B 0X4

Great Northern Energy Corporation Inc.  
#1670, 801 - 6th Avenue S.W.  
Calgary, Alberta  
T2P 3W2

Attention: Mr. G.W. Litscke

Mr. William T. Passant  
4183 Gellatly Road  
Westbank, B.C.  
V4T 2K2

Patlet Ventures Ltd.  
c/o Mr. Lorne Temple  
Box 263  
Onanole, Manitoba  
R0J 1N0

Lintus Resources Limited  
Suite 1506 Dome Tower  
333 - 7th Avenue S.W.  
Calgary, Alberta  
T2P 2Z1

Attention: Ms. Cheryl L. McCaughan

Tempella Resources Ltd.  
c/o Mr. Donald Temple  
Box 64  
Waskada, Manitoba  
R0M 2E0

Manitoba Energy and Mines  
Suite 360, 1395 Ellise Avenue  
Winnipeg, Manitoba  
R3G 0G3

Attention: Unitization Department

**EXHIBIT "D"**

**ATTACHED TO AND MADE PART OF  
"UNIT OPERATING AGREEMENT  
WASKADA UNIT NO. 16"**

**PARTICIPATIONS OF WORKING INTEREST OWNERS**

<u>Owner</u>	<u>Unit Participation (%)</u>
Canadian Natural Resources	3.718
EOG Resources Canada Inc.	90.302
Highridge Exploration Ltd.	5.554
Poco Petroleums Ltd.	0.426
	<hr/>
	100.000

Revision #7: September 1, 1999

Name Change: Enron Oil Canada Ltd. to EOG Resources Canada Inc.

Assignment: Pioneer Natural Resources Canada Inc. to Canadian Natural Resources

EXHIBIT "A"

ATTACHED TO AND FORMING PART OF AN AGREEMENT ENTITLED  
"UNIT AGREEMENT - WASKADA UNIT NO. 16"

TRACTS AND TRACT PARTICIPATION

Tract Number	Land Description	WORKING INTERESTS		ROYALTY INTERESTS		
		Working Interest Owner	Share of Working Interest (%)	Royalty Interest Owner	Share of Royalty Interest (%)	Tract Participation Factor
1	3-4-2-25 WPM	EOG	(1)(2) 100.000	Crown	100.000	0.01903
2	4-4-2-25 WPM	EOG	(1)(2) 100.000	Crown	100.000	0.03351
3	5-4-2-25 WPM	EOG	(1)(2) 100.000	Crown	100.000	0.05135
4	6-4-2-25 WPM	EOG	(1)(2) 100.000	Crown	100.000	0.03320
5	11-4-2-25 WPM	EOG	(1)(2) 100.000	Crown	100.000	0.02379
6	12-4-2-25 WPM	EOG	(1)(2) 100.000	Crown	100.000	0.02786
7	9-5-2-25 WPM	EOG CNR Highridge	62.500 (3)(4)(5)(6) 12.500 25.000	Patlet	100.000	0.04892
8	10-5-2-25 WPM	EOG CNR Highridge	62.500 (3)(4)(5)(6) 12.500 25.000	Patlet	100.000	0.01255

9	15-5-2-25 WPM	EOG CNR Highridge	(3)(4)(5)(6) 62.500 12.500 25.000	Patlet	100.000	0.01260
10	16-5-2-25 WPM	EOG CNR Highridge	(3)(4)(5)(6) 62.500 12.500 25.000	Patlet	100.000	0.02028
11	13-4-2-25 WPM	EOG	(1)(2) 100.000	Crown	100.000	0.03958
12	14-4-2-25 WPM	EOG	(1)(2) 100.000	Crown	100.000	0.02911
13	15-4-2-25 WPM	EOG	(1)(2) 100.000	Crown	100.000	0.02610
14	2-9-2-25 WPM	EOG	(7)(8) 100.000	Tempella	100.000	0.03397
15	4-9-2-25 WPM	EOG CNR Highridge	62.500 (3)(4)(5)(6) 12.500 25.000	Patlet	100.000	0.03107
16	9-4-2-25 WPM	EOG	(1)(2) 100.000	Crown	100.000	0.02040
17	10-4-2-25 WPM	EOG	(1)(2) 100.000	Crown	100.000	0.03349
18	16-4-2-25 WPM	EOG	(1)(2) 100.000	Crown	100.000	0.02951
19	4-10-2-25 WPM	EOG CNR	93.750 (7)(10) 6.250	Crown	100.000	0.01452
20	1-9-2-25 WPM	EOG	(7)(8) 100.000	Tempella	100.000	0.02659
21	3-9-2-25 WPM	EOG CNR Highridge	62.500 (3)(4)(5)(6) 12.500 25.000	Patlet	100.000	0.04839
22	5-9-2-25 WPM	EOG CNR Highridge	62.500 (3)(4)(5)(6) 12.500 25.000	Patlet	100.000	0.02167
23	6-9-2-25 WPM	EOG CNR Highridge	62.500 (3)(4)(5)(6) 12.500 25.000	Patlet	100.000	0.02668

24	7-9-2-25 WPM	EOG	(7)(8) 100.000	Tempella	100.000	0.04670
25	8-9-2-25 WPM	EOG	(7)(8) 100.000	Tempella	100.000	0.02758
26	5-10-2-25 WPM	EOG CNR	93.750 (7)(10) 6.250	Crown	100.000	0.02541
27	12-10-2-25 WPM	EOG CNR	93.750 (7)(10) 6.250	Crown	100.000	0.04753
28	9-9-2-25 WPM	EOG	(7)(8) 100.000	Tempella	100.000	0.05808
29	10-9-2-25 WPM	EOG	(7)(8) 100.000	Tempella	100.000	0.01230
30	15-9-2-25 WPM	EOG	(7)(8) 100.000	Tempella	100.000	0.02303
31	16-9-2-25 WPM	EOG	(7)(8) 100.000	Tempella	100.000	0.03212
32	13-10-2-25 WPM	EOG CNR	93.750 (7)(10) 6.250	Crown	100.000	0.04606
33	14-10-2-25 WPM	EOG Poco CNR	68.750 25.000 (9)(10) 6.250	Crown	100.000	<u>0.01702</u>
						1.00000

Revision #4: September 1, 1999  
Name Change: Enron Oil Canada Ltd. to EOG Resources Canada Inc.  
Assignment: Pioneer Natural Resources Canada Inc. to Canadian Natural Resources

**ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE  
"UNIT AGREEMENT - WASKADA UNIT NO. 16"**

**NOTES:**

- (1) TRACTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 16, 17 and 18 are subject to a non-convertible gross overriding royalty of 10% calculated on 37.5% of production payable to Lintus by EOG.
- (2) TRACTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 16, 17 and 18 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (5% min - 10% max) on oil, calculated on 25% of production payable to Santa Fe by EOG.
- (3) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 10% calculated on 20% of production payable to Lintus by EOG.
- (4) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 1/150th (4% to 8%) on oil, calculated on 25% of production payable to Santa Fe by CNR, EOG and Highridge.
- (5) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (min 4% - 8% max) on oil, calculated on 25% of production payable to Tundra by CNR, EOG and Highridge.
- (6) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 1% calculated on 100% of production payable to Grt Northern by CNR, EOG and Highridge.
- (7) TRACTS 14, 19, 20, 24, 25, 26, 27, 28, 29, 30, 31 and 32 are subject to a non-convertible gross overriding royalty of 10% calculated on 50% of production payable to Poco by EOG.
- (8) TRACTS 14, 20, 24, 25, 28, 29, 30 and 31 are subject to a non-convertible gross overriding royalty of 1% calculated on 50% of production payable to Passant by EOG.
- (9) TRACT 33 - Poco elected to convert its GORR to a 25% working interest.
- (10) TRACTS 19, 26, 27, 32 and 33 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (4% to 8%) on oil, calculated on 18.75% of production payable to Santa Fe (50%) and Tundra (50%) by EOG.

**Revision #9: September 1, 1999**

Name Change: Enron Oil Canada Ltd. to EOG Resources Canada Inc.

Assignment: Pioneer Natural Resources Canada Inc. to Canadian Natural Resources



## LIST OF ABBREVIATIONS

### ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE "UNIT AGREEMENT - WASKADA UNIT NO. 16"

<u>ABBREVIATION</u>	<u>MEANING</u>
Santa Fe	Santa Fe Energy Resources of Canada, Inc.
Crown	Her Majesty the Queen, in the right of the Province of Manitoba
EOG	EOG Resources Canada Inc.
Grt Northern	Great Northern Energy Corporation Inc.
Highridge	Highridge Exploration Ltd.
Passant	William T. Passant
Patlet	Patlet Ventures Ltd.
CNR	Canadian Natural Resources, by its Managing Partner Canadian Natural Resources Limited
Poco	Poco Petroleum Ltd.
Lintus	Lintus Resources Limited
Tempella	Tempella Resources Ltd.
Tundra	Tundra Oil and Gas Ltd.

Revision #10: September 1, 1999

Name Change: Enron Oil Canada Ltd. to EOG Resources Canada Inc.


Assignment: Pioneer Natural Resources Canada Inc. to Canadian Natural Resources

herein contained shall be construed to require Unit Operator or any Party to settle any strike, lockout or other difficulty by acceding against its judgement to the demands of opposing persons in any labour dispute.

Where the performance of Unit Operator or of a Party is prevented or materially affected as foresaid, Unit Operator or the Party affected shall give notice and reasonably full particulars thereof to the other Parties within a reasonable time after the occurrence of the cause relied upon, and shall use reasonable diligence to put itself again in a position to carry out its obligations hereunder.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

Date: AUG 16 1999

Signature: 

Company: Associations  
Investments  
CANADIAN NATURAL RESOURCES,  
by its Managing Partner  
CANADIAN NATURAL RESOURCES LIMITED

Address: 2000, 425 – 1 Street SW  
Calgary, Alberta  
T2P 3L8

Unit Operating Agreement – Waskada Unit No. 16

1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this Agreement within Thirty (30) days thereafter.

IN WITNESS WHEREOF the Parties have executed this Agreement shall each on the date shown opposite its execution hereof.

Date: AUG 16 1999

Signature: 

Company: **L. D. PAYTEN**  
Manager, Acquisition,  
and Investments  
**CANADIAN NATURAL RESOURCES,**  
by its Managing Partner  
**CANADIAN NATURAL RESOURCES LIMITED**

Address: 2000, 425 – 1 Street SW  
Calgary, Alberta  
T2P 3L8

Unit Agreement – Waskada Unit No. 16

## **ASSIGNMENT**

**THIS AGREEMENT** dated August 10, 1999.

**BETWEEN:**

**PIONEER NATURAL RESOURCES CANADA INC.**, a body corporate,  
having an office at the City of Calgary, in the Province of Alberta,  
(hereinafter referred to as "Assignor")

THE PARTY OF THE FIRST PART

- and -

**CANADIAN NATURAL RESOURCES**, a general partnership, having an  
office at the City of Calgary, in the Province of Alberta, (hereinafter  
referred to as "Assignee")

THE PARTY OF THE SECOND PART

**WHEREAS** Assignor is a party to or successor in interest to a party to the Agreement, described in Schedule "A" attached hereto and forming a part hereof, which Agreement together with any amendments or supplements thereto is hereinafter called "the said Agreement";

**AND WHEREAS** Assignor has conveyed their entire right, title, estate and interest in and to the said Agreement to Assignee;

**AND WHEREAS** the parties are desirous of having the interest acquired by Assignee from Assignor recognized under the terms and provisions of the said Agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises and the mutual covenants and agreements hereinafter set forth and contained, the parties hereto mutually covenant and agree as follows:

- 1) Assignor does hereby convey and set over unto Assignee their entire right, title, estate and interest (the "Assigned Interest") in and to the said Agreement as of May 1, 1999 (the "Effective Date").
- 2) Assignee does hereby agree with that it shall be bound by, observe and perform all the covenants and undertakings of Assignor as set forth in the said Agreement on and from the Effective Date.
- 3) Assignee expressly acknowledges that between the Effective Date and prior to the execution and delivery of this Agreement by Assignor and Assignee in all matters relating to the Assigned Interest (including but not limited to all accounting, conduct of operations and disposition of production thereunder), Assignor has been acting as trustee for and as the duly appointed agent of Assignee and Assignee expressly ratifies, adopts and confirms all acts or omissions of Assignor in its capacity as trustee or agent, to the end that all such acts or omissions shall for all purposes be construed as made or done by Assignee, all in connection with the Assigned Interest.
- 4) Nothing herein contained shall be construed as a release of Assignor from any obligation or liability under the said Agreement which obligation or liability had accrued prior to the Effective Date hereof.
- 5) The address for service of Assignee under this Agreement and the said Agreement shall be as follows:


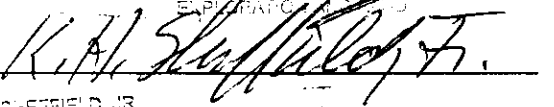
CANADIAN NATURAL RESOURCES  
2000, 425 – 1 Street SW  
Calgary, Alberta T2P 3L8

Attention: Land Department
- 6) This Agreement shall be in full force and effect as of the Effective Date.
- 7) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.


- 8) This Agreement may be executed in two or more counterparts by the parties hereto, each of which counterpart shall be deemed an original but all of which together shall constitute one and the same instrument.

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

PIONEER NATURAL RESOURCES CANADA INC.

  
\_\_\_\_\_  
TODD A. DILLABOUGH, VICE PRESIDENT  
EXPLORATION  
  
\_\_\_\_\_  
K.H. SHEFFIELD, JR.  
VICE PRESIDENT & GENERAL MANAGER

CANADIAN NATURAL RESOURCES,  
By its Managing Partner  
CANADIAN NATURAL RESOURCES LIMITED

  
\_\_\_\_\_  
**L.D. PAYTEN**  
Manager, Acquisitions  
and Divestments

This is an execution page to an Assignment Agreement dated August 10, 1999 between Pioneer Natural Resources Canada Inc., as Assignor and Canadian Natural Resources, as Assignee.

Area Name: Waskada  
File No: U000040  
Closing Book No: TC-99036

Area Name: Waskada  
File No: U000040  
Closing Book No: TC-99036

**This is SCHEDULE "A"** attached to and forming part of an Assignment Agreement dated August 10, 1999, between Pioneer Natural Resources Canada Inc., as Assignor and Canadian Natural Resources., as Assignee.

---

<u>File No.</u>	<u>"the said Agreement"</u>
U000040	Unit Agreement – Waskada Unit No. 16 (effective October 1, 1988)
U000040	Unit Operating Agreement – Waskada Unit No. 16 (effective October 1, 1988)



The Corporations Act/  
Loi sur les corporations

APPLICATION FOR SUPPLEMENTARY CERTIFICATE OF REGISTRATION  
DEMANDE DE CERTIFICAT SUPPLÉMENTAIRE D'ENREGISTREMENT

1168 / 1232-1 / DEG

GREGORY CARTWRIGHT  
Form No. CA6-1



The Corporations Act /  
Loi sur les corporations

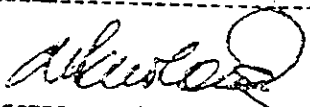
Corporation No.  
N° de la corporation

0208558

SUPPLEMENTARY CERTIFICATE OF  
REGISTRATION /  
CERTIFICAT SUPPLÉMENTAIRE  
D'ENREGISTREMENT

DATED /  
FAIT LE

30 AUG AOUT 1999

  
DIRECTOR, CORPORATIONS BRANCH /  
DIRECTEUR, DIRECTION DES CORPORATIONS

1. Name of body corporate (after continuance, change of name or amalgamation) /  
Dénomination sociale (après la prorogation, le changement de dénomination ou la fusion)

EOG RESOURCES CANADA INC.

2. Date of continuance, change of name or amalgamation / Date de la prorogation, du changement de dénomination ou de la fusion  
AUGUST 23, 1999.

3. Registered office address in current jurisdiction (include postal code) /  
Adresse actuelle du bureau enregistré (inclure le code postal)

1300, 700 - 9th Avenue S.W.  
Calgary, Alberta T2P 3V4

SECTION 18(1) OF THE MANITOBA CORPORATIONS ACT  
REQUIRE THE FILING OF A SUPPLEMENTARY CERTIFICATE OF REGISTRATION

If change of name occurred, current name on record in Manitoba /

S'il y a eu un changement de dénomination, indiquer la dénomination actuelle au Manitoba

N/A

Manitoba corporation number / Numéro de la corporation manitobaine

New jurisdiction and governing statute / Nouvelles autorité législative et loi régissant la corporation

CHANGE OF NAME / CHANGEMENT DE DÉNOMINATION

Current name in Manitoba / Dénomination sociale actuelle au Manitoba

ENRCN OIL CANADA LTD.

Manitoba corporation number / Numéro de la corporation manitobaine

208558



**6. AMALGAMATION / FUSION**

Names of all amalgamating bodies corporate /  
Nom de toutes les personnes morales fusionnantes

Manitoba Corporation No., if applicable  
Numéro des corporations manitobaines, s'il y a lieu

N/A

**7. CORRECTION OF ERROR IN PREVIOUS APPLICATION /  
CORRECTION D'UNE ERREUR DANS UNE DEMANDE ANTÉRIEURE**

Manitoba corporation number / Numéro de la corporation manitobaine

N/A

Date of application being corrected / Date de la demande rectifiée

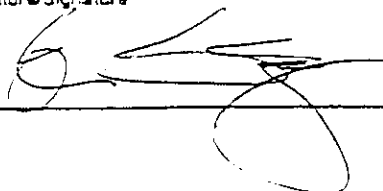
Details / Détails

Date

Signature/Signature

Office Held/ Poste

AUGUST 25, 1999



DIRECTOR

## ENRON OIL CANADA LTD.

### SHAREHOLDER'S RESOLUTION

The undersigned, being the sole voting shareholder of ENRON OIL CANADA LTD. (the "Corporation"), hereby signs the following resolution pursuant to subsection 136(1) of the Business Corporations Act (Alberta):

### CHANGE OF NAME

BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

1. Pursuant to subsection 167(1)(a) of the *Business Corporations Act* (Alberta), the Articles of the Corporation are amended by changing the name of the Corporation from Enron Oil Canada Ltd. to **EOG RESOURCES CANADA INC.**; and
2. Any officer or director of the Corporation is hereby authorized and directed to execute (whether under corporate seal of the Corporation or otherwise) all documents and to do all things as deemed necessary and appropriate for the implementation of this resolution.

DATED the 20 day of August, 1999.

EOG CANADA COMPANY LTD.

Per: 

Per: 

BUSINESS CORPORATIONS ACT  
(SECTIONS 27 or 171)

FORM 4

Alberta

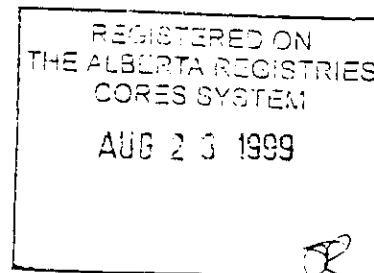
ARTICLES OF AMENDMENT

1. NAME OF CORPORATION:  ENRON OIL CANADA LTD.	2. ALBERTA CORPORATE ACCESS NUMBER:  202842480
3. ITEM NO. ____ OF THE ARTICLES OF THE ABOVE NAMED CORPORATION ARE AMENDED IN ACCORDANCE WITH SECTION ____ OF THE BUSINESS CORPORATIONS ACT.	

Pursuant to subsection 167(1)(a) of the *Business Corporations Act* (Alberta), the Articles of the Corporation are amended by changing the name of the Corporation from Enron Oil Canada Ltd. to **EOG RESOURCES CANADA INC.**

4. DATE August 23, 1999	SIGNATURE 	TITLE DIRECTOR
----------------------------	--	-------------------

FILED



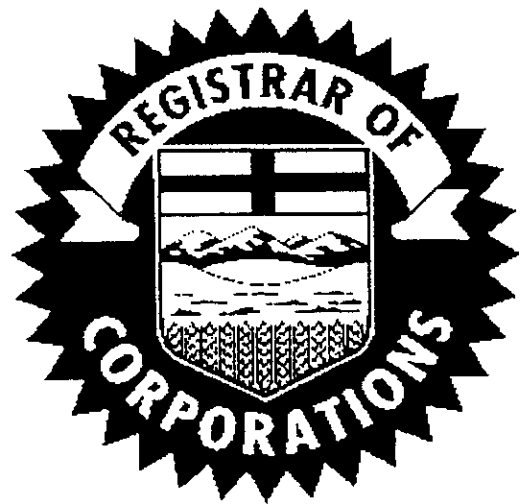
CORPORATE ACCESS NUMBER: 202842480



BUSINESS CORPORATIONS ACT

**CERTIFICATE  
OF  
AMENDMENT**

**ENRON OIL CANADA LTD.  
CHANGED ITS NAME TO EOG RESOURCES CANADA INC. ON 1999/08/23.**



**EXHIBIT "D"**

**ATTACHED TO AND MADE PART OF  
"UNIT OPERATING AGREEMENT  
WASKADA UNIT NO. 16"**

**PARTICIPATIONS OF WORKING INTEREST OWNERS**

<u>Owner</u>	<u>Unit Participation (%)</u>
Canadian Natural Resources	3.718
EOG Resources Canada Inc.	90.302
Highridge Exploration Ltd.	5.554
Poco Petroleum Ltd.	0.426
	<hr/>
	100.000

Revision #7: September 1, 1999

Name Change: Enron Oil Canada Ltd. to EOG Resources Canada Inc.

Assignment: Pioneer Natural Resources Canada Inc. to Canadian Natural Resources

**EXHIBIT "A"**

**ATTACHED TO AND FORMING PART OF AN AGREEMENT ENTITLED  
"UNIT AGREEMENT - WASKADA UNIT NO. 16"**

**TRACTS AND TRACT PARTICIPATION**

Tract Number	Land Description	WORKING INTERESTS			ROYALTY INTERESTS		
		Working Interest Owner	Share of Working Interest (%)	Royalty Interest Owner	Share of Royalty Interest (%)	Tract Participation Factor	
1	3-4-2-25 WPM	EOG	(1)(2) 100.000	Crown	100.000	0.01903	
2	4-4-2-25 WPM	EOG	(1)(2) 100.000	Crown	100.000	0.03351	
3	5-4-2-25 WPM	EOG	(1)(2) 100.000	Crown	100.000	0.05135	
4	6-4-2-25 WPM	EOG	(1)(2) 100.000	Crown	100.000	0.03320	
5	11-4-2-25 WPM	EOG	(1)(2) 100.000	Crown	100.000	0.02379	
6	12-4-2-25 WPM	EOG	(1)(2) 100.000	Crown	100.000	0.02786	
7	9-5-2-25 WPM	EOG CNR Highridge	62.500 (3)(4)(5)(6) 12.500 25.000	Pattel	100.000	0.04892	
8	10-5-2-25 WPM	EOG CNR Highridge	62.500 (3)(4)(5)(6) 12.500 25.000	Pattel	100.000	0.01255	

9	15-5-2-25 WPM	EOG CNR Highridge	(3)(4)(5)(6) 62,500 12,500 25,000	Patlet	100,000	0.01260
10	16-5-2-25 WPM	EOG CNR Highridge	(3)(4)(5)(6) 62,500 12,500 25,000	Patlet	100,000	0.02028
11	13-4-2-25 WPM	EOG	(1)(2) 100,000	Crown	100,000	0.03958
12	14-4-2-25 WPM	EOG	(1)(2) 100,000	Crown	100,000	0.02911
13	15-4-2-25 WPM	EOG	(1)(2) 100,000	Crown	100,000	0.02610
14	2-9-2-25 WPM	EOG	(7)(8) 100,000	Tempella	100,000	0.03397
15	4-9-2-25 WPM	EOG CNR Highridge	62,500 (3)(4)(5)(6) 12,500 25,000	Patlet	100,000	0.03107
16	9-4-2-25 WPM	EOG	(1)(2) 100,000	Crown	100,000	0.02040
17	10-4-2-25 WPM	EOG	(1)(2) 100,000	Crown	100,000	0.03349
18	16-4-2-25 WPM	EOG	(1)(2) 100,000	Crown	100,000	0.02951
19	4-10-2-25 WPM	EOG CNR	93,750 (7)(10) 6,250	Crown	100,000	0.01452
20	1-9-2-25 WPM	EOG	(7)(8) 100,000	Tempella	100,000	0.02659
21	3-9-2-25 WPM	EOG CNR Highridge	62,500 (3)(4)(5)(6) 12,500 25,000	Patlet	100,000	0.04839
22	5-9-2-25 WPM	EOG CNR Highridge	62,500 (3)(4)(5)(6) 12,500 25,000	Patlet	100,000	0.02167
23	6-9-2-25 WPM	EOG CNR Highridge	62,500 (3)(4)(5)(6) 12,500 25,000	Patlet	100,000	0.02668

24	7-9-2-25 WPM	EOG	(7)(8) 100.000	Tempella	100.000	0.04670
25	8-9-2-25 WPM	EOG	(7)(8) 100.000	Tempella	100.000	0.02758
26	5-10-2-25 WPM	EOG CNR	93.750 (7)(10) 6.250	Crown	100.000	0.02541
27	12-10-2-25 WPM	EOG CNR	93.750 (7)(10) 6.250	Crown	100.000	0.04753
28	9-9-2-25 WPM	EOG	(7)(8) 100.000	Tempella	100.000	0.05808
29	10-9-2-25 WPM	EOG	(7)(8) 100.000	Tempella	100.000	0.01230
30	15-9-2-25 WPM	EOG	(7)(8) 100.000	Tempella	100.000	0.02303
31	16-9-2-25 WPM	EOG	(7)(8) 100.000	Tempella	100.000	0.03212
32	13-10-2-25 WPM	EOG CNR	93.750 (7)(10) 6.250	Crown	100.000	0.04606
33	14-10-2-25 WPM	EOG Poco CNR	68.750 25.000 (9)(10) 6.250	Crown	100.000	<u>0.01702</u>
						1.00000

Revision #4: September 1, 1999  
Name Change: Enron Oil Canada Ltd. to EOG Resources Canada Inc.  
Assignment: Pioneer Natural Resources Canada Inc. to Canadian Natural Resources



ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE  
"UNIT AGREEMENT - WASKADA UNIT NO. 16"

NOTES:

- (1) TRACTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 16, 17 and 18 are subject to a non-convertible gross overriding royalty of 10% calculated on 37.5% of production payable to Lintus by EOG.
- (2) TRACTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 16, 17 and 18 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (5% min - 10% max) on oil, calculated on 25% of production payable to Santa Fe by EOG.
- (3) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 10% calculated on 20% of production payable to Lintus by EOG.
- (4) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 1/150th (4% to 8%) on oil, calculated on 25% of production payable to Santa Fe by CNR, EOG and Highridge.
- (5) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (min 4% - 8% max) on oil, calculated on 25% of production payable to Tundra by CNR, EOG and Highridge.
- (6) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 1% calculated on 100% of production payable to Grt Northern by CNR, EOG and Highridge.
- (7) TRACTS 14, 19, 20, 24, 25, 26, 27, 28, 29, 30, 31 and 32 are subject to a non-convertible gross overriding royalty of 10% calculated on 50% of production payable to Poco by EOG.
- (8) TRACTS 14, 20, 24, 25, 28, 29, 30 and 31 are subject to a non-convertible gross overriding royalty of 1% calculated on 50% of production payable to Passant by EOG.
- (9) TRACT 33 - Poco elected to convert its GORR to a 25% working interest.
- (10) TRACTS 19, 26, 27, 32 and 33 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (4% to 8%) on oil, calculated on 18.75% of production payable to Santa Fe (50%) and Tundra (50%) by EOG.

Revision #9: September 1, 1999

Name Change: Enron Oil Canada Ltd. to EOG Resources Canada Inc.

Assignment: Pioneer Natural Resources Canada Inc. to Canadian Natural Resources

## LIST OF ABBREVIATIONS

### ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE "UNIT AGREEMENT - WASKADA UNIT NO. 16"

<u>ABBREVIATION</u>	<u>MEANING</u>
Santa Fe	Santa Fe Energy Resources of Canada, Inc.
Crown	Her Majesty the Queen, in the right of the Province of Manitoba
EOG	EOG Resources Canada Inc.
Grt Northern	Great Northern Energy Corporation Inc.
Highridge	Highridge Exploration Ltd.
Passant	William T. Passant
Patlet	Patlet Ventures Ltd.
CNR	Canadian Natural Resources, by its Managing Partner Canadian Natural Resources Limited
Poco	Poco Petroleum Ltd.
Lintus	Lintus Resources Limited
Tempella	Tempella Resources Ltd.
Tundra	Tundra Oil and Gas Ltd.

Revision #10: September 1, 1999

Name Change: Enron Oil Canada Ltd. to EOG Resources Canada Inc.

Assignment: Pioneer Natural Resources Canada Inc. to Canadian Natural Resources

herein contained shall be construed to require Unit Operator or any Party to settle any strike, lockout or other difficulty by acceding against its judgement to the demands of opposing persons in any labour dispute.

Where the performance of Unit Operator or of a Party is prevented or materially affected as foresaid, Unit Operator or the Party affected shall give notice and reasonably full particulars thereof to the other Parties within a reasonable time after the occurrence of the cause relied upon, and shall use reasonable diligence to put itself again in a position to carry out its obligations hereunder.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

Date: AUG 16 1999

Signature: 

Company: Investments  
Investments  
CANADIAN NATURAL RESOURCES,  
by its Managing Partner  
CANADIAN NATURAL RESOURCES LIMITED

Address: 2000, 425 – 1 Street SW  
Calgary, Alberta  
T2P 3L8

Unit Operating Agreement – Waskada Unit No. 16

1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this Agreement within Thirty (30) days thereafter.

IN WITNESS WHEREOF the Parties have executed this Agreement shall each on the date shown opposite its execution hereof.

Date: AUG 16 1999

Signature: 

Company: **L. D. PAYTEN**  
Manager, Acquisitions  
and Investments  
CANADIAN NATURAL RESOURCES,  
by its Managing Partner  
CANADIAN NATURAL RESOURCES LIMITED

Address: 2000, 425 – 1 Street SW  
Calgary, Alberta  
T2P 3L8

Unit Agreement – Waskada Unit No. 16

## **ASSIGNMENT**

**THIS AGREEMENT** dated August 10, 1999.

**B E T W E E N:**

**PIONEER NATURAL RESOURCES CANADA INC.**, a body corporate,  
having an office at the City of Calgary, in the Province of Alberta,  
(hereinafter referred to as "Assignor")

THE PARTY OF THE FIRST PART

- and -

**CANADIAN NATURAL RESOURCES**, a general partnership, having an  
office at the City of Calgary, in the Province of Alberta, (hereinafter  
referred to as "Assignee")

THE PARTY OF THE SECOND PART

**WHEREAS** Assignor is a party to or successor in interest to a party to the Agreement, described in Schedule "A" attached hereto and forming a part hereof, which Agreement together with any amendments or supplements thereto is hereinafter called "the said Agreement";

**AND WHEREAS** Assignor has conveyed their entire right, title, estate and interest in and to the said Agreement to Assignee;

**AND WHEREAS** the parties are desirous of having the interest acquired by Assignee from Assignor recognized under the terms and provisions of the said Agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises and the mutual covenants and agreements hereinafter set forth and contained, the parties hereto mutually covenant and agree as follows:


- 1) Assignor does hereby convey and set over unto Assignee their entire right, title, estate and interest (the "Assigned Interest") in and to the said Agreement as of May 1, 1999 (the "Effective Date").
- 2) Assignee does hereby agree with that it shall be bound by, observe and perform all the covenants and undertakings of Assignor as set forth in the said Agreement on and from the Effective Date.
- 3) Assignee expressly acknowledges that between the Effective Date and prior to the execution and delivery of this Agreement by Assignor and Assignee in all matters relating to the Assigned Interest (including but not limited to all accounting, conduct of operations and disposition of production thereunder), Assignor has been acting as trustee for and as the duly appointed agent of Assignee and Assignee expressly ratifies, adopts and confirms all acts or omissions of Assignor in its capacity as trustee or agent, to the end that all such acts or omissions shall for all purposes be construed as made or done by Assignee, all in connection with the Assigned Interest.
- 4) Nothing herein contained shall be construed as a release of Assignor from any obligation or liability under the said Agreement which obligation or liability had accrued prior to the Effective Date hereof.
- 5) The address for service of Assignee under this Agreement and the said Agreement shall be as follows:

CANADIAN NATURAL RESOURCES  
2000, 425 – 1 Street SW  
Calgary, Alberta T2P 3L8  
  
Attention: Land Department
- 6) This Agreement shall be in full force and effect as of the Effective Date.
- 7) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

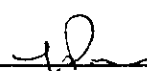
- 8) This Agreement may be executed in two or more counterparts by the parties hereto, each of which counterpart shall be deemed an original but all of which together shall constitute one and the same instrument.

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

PIONEER NATURAL RESOURCES CANADA INC.

  
TODD A. DILLABOUGH, VP & GENERAL MANAGER  
K.H. SHEFFIELD, JR.  
VICE PRESIDENT & GENERAL MANAGER

CANADIAN NATURAL RESOURCES,  
By its Managing Partner  
CANADIAN NATURAL RESOURCES LIMITED

  
L. D. PAYTEN  
Manager, Acquisitions  
and Divestments

This is an execution page to an Assignment Agreement dated August 10, 1999 between Pioneer Natural Resources Canada Inc., as Assignor and Canadian Natural Resources, as Assignee.

Area Name: Waskada  
File No: U000040  
Closing Book No: TC-99036

Area Name: Waskada  
File No: U000040  
Closing Book No: TC-99036

This is **SCHEDULE "A"** attached to and forming part of an Assignment Agreement dated August 10, 1999, between Pioneer Natural Resources Canada Inc., as Assignor and Canadian Natural Resources., as Assignee.

---

<u>File No.</u>	<u>"the said Agreement"</u>
U000040	Unit Agreement – Waskada Unit No. 16 (effective October 1, 1988)
U000040	Unit Operating Agreement – Waskada Unit No. 16 (effective October 1, 1988)





Manitoba

The Corporations Act /  
Loi sur les corporations

APPLICATION FOR SUPPLEMENTARY CERTIFICATE OF REGISTRATION  
DEMANDE DE CERTIFICAT SUPPLÉMENTAIRE D'ENREGISTREMENT

1168 / 1232-1 / DEG

GREGORY CARTWRIGHT  
Form No. CA6-1



Manitoba

The Corporations Act /  
Loi sur les corporations

Corporation No.

N° de la corporation

0208558

SUPPLEMENTARY CERTIFICATE OF  
REGISTRATION /  
CERTIFICAT SUPPLÉMENTAIRE  
D'ENREGISTREMENT

DATED /  
FAIT LE

30 AUG AOUT 1999

*[Signature]*  
DIRECTOR, CORPORATIONS BRANCH /  
DIRECTEUR, DIRECTION DES CORPORATIONS

1. Name of body corporate (after continuance, change of name or amalgamation) /  
Dénomination sociale (après la prorogation, le changement de dénomination ou la fusion)

EOG RESOURCES CANADA INC.

2. Date of continuance, change of name or amalgamation / Date de la prorogation, du changement de dénomination ou de la fusion  
AUGUST 23, 1999.

3. Registered office address in current jurisdiction (include postal code) /  
Adresse actuelle du bureau enregistré (inclure le code postal)

1300, 700 - 9th Avenue S.W.  
Calgary, Alberta T2P 3V4

4. If change of name occurred, current name on record in Manitoba /  
S'il y a eu un changement de dénomination, indiquer la dénomination actuelle au Manitoba

N/A

Manitoba corporation number / Numéro de la corporation manitobaine

New jurisdiction and governing statute / Nouvelles autorité législative et loi régissant la corporation

CHANGE OF NAME / CHANGEMENT DE DÉNOMINATION

Current name in Manitoba / Dénomination sociale actuelle au Manitoba

ENRON OIL CANADA LTD.

Manitoba corporation number / Numéro de la corporation manitobaine

208558

**6. AMALGAMATION / FUSION**

N / s of all amalgamating bodies corporate /  
Nom de toutes les personnes morales fusionnantes

Manitoba Corporation No., if applicable  
Numéro des corporations manitobaines, s'il y a lieu

N/A

**7. CORRECTION OF ERROR IN PREVIOUS APPLICATION /  
CORRECTION D'UNE ERREUR DANS UNE DEMANDE ANTERIEURE**

Manitoba corporation number / Numéro de la corporation manitobaine

N/A

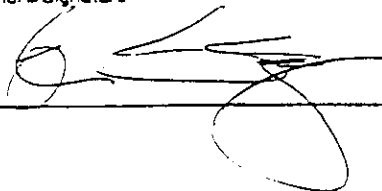
Date of application being corrected / Date de la demande rectifiée

Details / Détails

Date/Date

AUGUST 25, 1999

Signature/Signature



Office Held/ Poste

DIRECTOR

**ENRON OIL CANADA LTD.**

**SHAREHOLDER'S RESOLUTION**

The undersigned, being the sole voting shareholder of ENRON OIL CANADA LTD. (the "Corporation"), hereby signs the following resolution pursuant to subsection 136(1) of the Business Corporations Act (Alberta):

**CHANGE OF NAME**

BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

1. Pursuant to subsection 167(1)(a) of the *Business Corporations Act* (Alberta), the Articles of the Corporation are amended by changing the name of the Corporation from Enron Oil Canada Ltd. to **EOG RESOURCES CANADA INC.**; and
2. Any officer or director of the Corporation is hereby authorized and directed to execute (whether under corporate seal of the Corporation or otherwise) all documents and to do all things as deemed necessary and appropriate for the implementation of this resolution.

DATED the 20 day of August, 1999.

**EOG CANADA COMPANY LTD.**

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

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

BUSINESS CORPORATIONS ACT  
(SECTIONS 27 or 171)

FORM 4

**Alberta**

**ARTICLES OF AMENDMENT**

1. NAME OF CORPORATION:

**ENRON OIL CANADA LTD.**

2. ALBERTA CORPORATE ACCESS NUMBER:

**202842480**

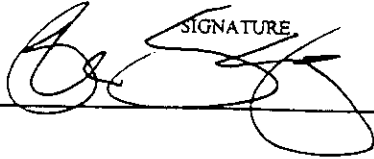
3. ITEM NO. \_\_\_\_ OF THE ARTICLES OF THE ABOVE NAMED CORPORATION ARE AMENDED IN ACCORDANCE WITH SECTION \_\_\_\_ OF THE BUSINESS CORPORATIONS ACT.

Pursuant to subsection 167(1)(a) of the *Business Corporations Act* (Alberta), the Articles of the Corporation are amended by changing the name of the Corporation from Enron Oil Canada Ltd. to **EOG RESOURCES CANADA INC.**

4. DATE

August 23, 1999

SIGNATURE



TITLE

**DIRECTOR**

FILED

REGISTERED ON  
THE ALBERTA REGISTRIES  
CORES SYSTEM

AUG 23 1999

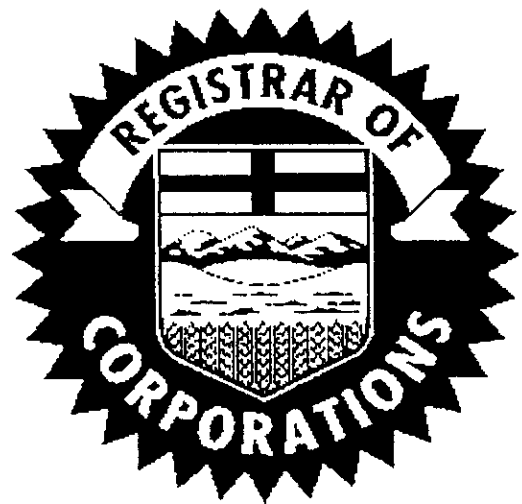
CORPORATE ACCESS NUMBER: 202842480



BUSINESS CORPORATIONS ACT

**CERTIFICATE  
OF  
AMENDMENT**

**ENRON OIL CANADA LTD.**  
CHANGED ITS NAME TO **EOG RESOURCES CANADA INC.** ON 1999/08/23.





**Enron Oil Canada Ltd.**

1300, 700 - 9th Avenue S.W.

Calgary, Alberta, Canada T2P 3V4

(403) 297-9100

Fax (403) 297-9199

Fax (403) 297-9198 Accounting/Land

19 February 1998

**ALL WORKING INTEREST OWNERS  
ALL ROYALTY INTEREST OWNERS  
WASKADA UNIT NO. 16  
(Addressee Lists Attached)**

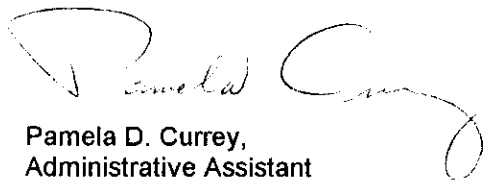
Gentlemen:

**Subject: Unit & Unit Operating Agreement Exhibits**

Enron Oil Canada Ltd. encloses revised exhibits to the above referenced agreements to give effect to the name change made by Chauvco Resources Ltd. to Pioneer Natural Resources Canada Inc. Should you have any questions regarding these revisions please contact the undersigned at (403) 297-9130.

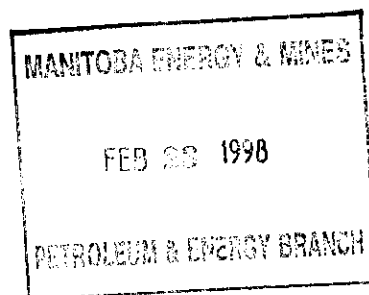
Yours very truly,

**ENRON OIL CANADA LTD.**

  
Pamela D. Currey,  
Administrative Assistant

/pdc  
attach

xc: Land - M. McCall  
Accounting - J. Broadley





Enron Oil Canada Ltd.

**WASKADA UNIT NO. 16  
OPERATING COMMITTEE**

**Addressee List**

PIONEER NATURAL RESOURCES CANADA INC.  
#2900, 255 - 5th Avenue S.W.  
Calgary, Alberta  
T2P 3G6

Attention: Mr. D.L. Robertson

HIGHRIDGE EXPLORATION LTD.  
Suite 1500, 633 - 6th Avenue S.W.  
Calgary, Alberta  
T2P 2Y5

Attention: Kelly Adams

POCO PETROLEUMS LTD.  
#3500, 250 - 6th Avenue S.W.  
Calgary, Alberta  
T2P 3H7

Attention: Mr. K. Hertz



Enron Oil Canada Ltd.

**WASKADA UNIT NO. 16  
ROYALTY INTEREST OWNERS**

**Addressee List**

Santa Fe Energy Resources of Canada, Inc.  
#1000, 1616 South Voss  
Houston, Texas 77057  
USA

Tundra Oil and Gas Ltd.  
1111 One Lombard Place  
Winnipeg, Manitoba  
R3B 0X4

Great Northern Energy Corporation Inc.  
#1670, 801 - 6th Avenue S.W.  
Calgary, Alberta  
T2P 3W2

Attention: Mr. G.W. Litscke

Mr. William T. Passant  
4183 Gellatly Road  
Westbank, B.C.  
V4T 2K2

Patlet Ventures Ltd.  
c/o Mr. Lorne Temple  
Box 263  
Onanole, Manitoba  
R0J 1N0

Lintus Resources Limited  
Suite 1506 Dome Tower  
333 - 7th Avenue S.W.  
Calgary, Alberta  
T2P 2Z1

Attention: Ms. Cheryl L. McCaughan

Tempella Resources Ltd.  
c/o Mr. Donald Temple  
Box 64  
Waskada, Manitoba  
R0M 2E0

Manitoba Energy and Mines  
Suite 360, 1395 Ellise Avenue  
Winnipeg, Manitoba  
R3G 0G3

Attention: Unitization Department



EXHIBIT "D"

ATTACHED TO AND MADE PART OF  
"UNIT OPERATING AGREEMENT  
WASKADA UNIT NO. 16"

PARTICIPATIONS OF WORKING INTEREST OWNERS

<u>Owner</u>	<u>Unit Participation (%)</u>
Pioneer Natural Resources Canada Inc.	3.718 /
Enron Oil Canada Ltd.	90.302 /
Highridge Exploration Ltd.	5.554 /
Poco Petroleum Ltd.	0.426 /
	<hr/>
	100.000

*no  
change*

*P.*

Revision #6: March 1, 1998

Name Change: Chauvco Resources Ltd. to Pioneer Natural Resources Canada Inc.

# EXHIBIT "A"

## ATTACHED TO AND FORMING PART OF AN AGREEMENT ENTITLED "UNIT AGREEMENT - WASKADA UNIT NO. 16"

### TRACTS AND TRACT PARTICIPATION

Tract Number	Land Description	WORKING INTERESTS		ROYALTY INTERESTS		
		Working Interest Owner	Share of Working Interest _____ (%)	Royalty Interest Owner	Share of Royalty Interest _____ (%)	Tract Participation Factor
1	3-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.01903
2	4-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.03351
3	5-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.05135
4	6-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.03320
5	11-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.02379
6	12-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.02786
7	9-5-2-25 WPM	Enron Pioneer Natural Highridge	62.500 (3)(4)(5)(6) 12.500 25.000	Patlet	100.000	0.04892
8	10-5-2-25 WPM	Enron Pioneer Natural Highridge	62.500 (3)(4)(5)(6) 12.500 25.000	Patlet	100.000	0.01255

9	15-5-2-25 WPM	Enron Pioneer Natural Highridge	(3)(4)(5)(6) 62.500 12.500 25.000	Patlet	100.000	0.01260
10	16-5-2-25 WPM	Enron Pioneer Natural Highridge	(3)(4)(5)(6) 62.500 12.500 25.000	Patlet	100.000	0.02028
11	13-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.03958
12	14-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.02911
13	15-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.02610
14	2-9-2-25 WPM	Enron	(7)(8) 100.000	Tempella	100.000	0.03397
15	4-9-2-25 WPM	Enron Pioneer Natural Highridge	(3)(4)(5)(6) 62.500 12.500 25.000	Patlet	100.000	0.03107
16	9-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.02040
17	10-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.03349
18	16-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.02951
19	4-10-2-25 WPM	Enron Pioneer Natural	93.750 (7)(10) 6.250	Crown	100.000	0.01452
20	1-9-2-25 WPM	Enron	(7)(8) 100.000	Tempella	100.000	0.02659
21	3-9-2-25 WPM	Enron Pioneer Natural Highridge	(3)(4)(5)(6) 62.500 12.500 25.000	Patlet	100.000	0.04839
22	5-9-2-25 WPM	Enron Pioneer Natural Highridge	(3)(4)(5)(6) 62.500 12.500 25.000	Patlet	100.000	0.02167
23	6-9-2-25 WPM	Enron Pioneer Natural Highridge	(3)(4)(5)(6) 62.500 12.500 25.000	Patlet	100.000	0.02668

24	7-9-2-25 WPM	Enron	(7)(8) 100.000	Tempella	100.000	0.04670
25	8-9-2-25 WPM	Enron	(7)(8) 100.000	Tempella	100.000	0.02758
26	5-10-2-25 WPM	Enron	93.750	Crown	100.000	0.02541
		Pioneer Natural	(7)(10) 6.250			
27	12-10-2-25 WPM	Enron	93.750	Crown	100.000	0.04753
		Pioneer Natural	(7)(10) 6.250			
28	9-9-2-25 WPM	Enron	(7)(8) 100.000	Tempella	100.000	0.05808
29	10-9-2-25 WPM	Enron	(7)(8) 100.000	Tempella	100.000	0.01230
30	15-9-2-25 WPM	Enron	(7)(8) 100.000	Tempella	100.000	0.02303
31	16-9-2-25 WPM	Enron	(7)(8) 100.000	Tempella	100.000	0.03212
32	13-10-2-25 WPM	Enron	93.750	Crown	100.000	0.04606
		Pioneer Natural	(7)(10) 6.250			
33	14-10-2-25 WPM	Enron	68.750	Crown	100.000	<u>0.01702</u>
		Poco	25.000			
		Pioneer Natural	(9)(10) 6.250			1.00000

Revision #3: March 1, 1998  
Name Change: Chauvco Resources Ltd. to Pioneer Natural Resources Canada Inc.

**ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE  
"UNIT AGREEMENT - WASKADA UNIT NO. 16"**

**NOTES:**

- (1) TRACTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 16, 17 and 18 are subject to a non-convertible gross overriding royalty of 10% calculated on 37.5% of production payable to Lintus by Enron.
- (2) TRACTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 16, 17 and 18 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (5% min - 10% max) on oil, calculated on 25% of production payable to Santa Fe by Enron.
- (3) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 10% calculated on 20% of production payable to Lintus by Enron.
- (4) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to an non-convertible gross overriding royalty of 1/150th (4% to 8%) on oil, calculated on 25% of production payable to Santa Fe by Pioneer Natural, Enron and Highridge.
- (5) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (min 4% - 8% max) on oil, calculated on 25% of production payable to Tundra by Pioneer Natural, Enron and Highridge.
- (6) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 1% calculated on 100% of production payable to Grt Northern by Pioneer Natural, Enron and Highridge.
- (7) TRACTS 14, 19, 20, 24, 25, 26, 27, 28, 29, 30, 31 and 32 are subject to a non-convertible gross overriding royalty of 10% calculated on 50% of production payable to Poco by Enron.
- (8) TRACTS 14, 20, 24, 25, 28, 29, 30 and 31 are subject to a non-convertible gross overriding royalty of 1% calculated on 50% of production payable to Passant by Enron.
- (9) TRACT 33 - Poco elected to convert its GORR to a 25% working interest.
- (10) TRACTS 19, 26, 27, 32 and 33 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (4% to 8%) on oil, calculated on 18.75% of production payable to Santa Fe (50%) and Tundra (50%) by Enron.

Revision #8: March 1, 1998

Name Change: Chauvco Resources Ltd. to Pioneer Natural Resources Canada Inc.

## LIST OF ABBREVIATIONS

### ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE "UNIT AGREEMENT - WASKADA UNIT NO. 16"

<u>ABBREVIATION</u>	<u>MEANING</u>
Santa Fe	Santa Fe Energy Resources of Canada, Inc.
Crown	Her Majesty the Queen, in the right of the Province of Manitoba
Enron	Enron Oil Canada Ltd.
Grt Northern	Great Northern Energy Corporation Inc.
Highridge	Highridge Exploration Ltd.
Passant	William T. Passant
Patlet	Patlet Ventures Ltd.
Pioneer Natural	Pioneer Natural Resources Canada Inc.
Poco	Poco Petroleums Ltd.
Lintus	Lintus Resources Limited
Tempella	Tempella Resources Ltd.
Tundra	Tundra Oil and Gas Ltd.

Revision #9: March 1, 1998

Name Change: Chauvco Resources Ltd. to Pioneer Natural Resources Canada Inc.

1. DKP
2. MHM
3. BOOK

# Alberta

## Articles of Amendment

MUNICIPAL AFFAIRS  
Registries

1. NAME OF CORPORATION:

CHAUVCO RESOURCES LTD.

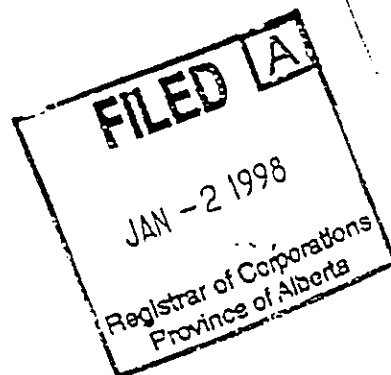
CORPORATE ACCESS NUMBER:

20514982

RECEIVED  
FEB 17 1998

3. THE ARTICLES OF THE ABOVE-NAMED CORPORATION ARE AMENDED AS FOLLOWS:

Item No. 1 of the Corporation's Articles is amended pursuant to section of the *Business Corporations Act* (Alberta), to change the name of the Corporation to: PIONEER NATURAL RESOURCES CANADA INC.



DATE

December 18, 1997

SIGNATURE

*Jack MacGillivray*  
Jack MacGillivray

TITLE

Director

DEPARTMENTAL USE ONLY

xc: ACCT.  
ORLG.  
EXPL.  
PROD.  
ML  
JLW

FILED

FEB 17 1998

*RLH*

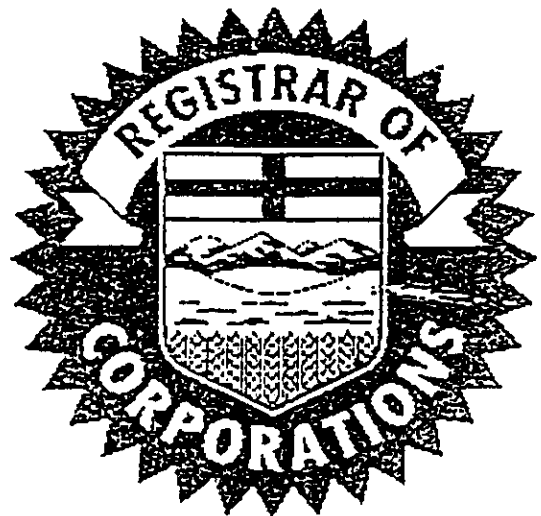
CORPORATE ACCESS NUMBER: 205149826



BUSINESS CORPORATIONS ACT

CERTIFICATE  
OF  
AMENDMENT

CHAUVCO RESOURCES LTD.  
CHANGED ITS NAME TO PIONEER NATURAL RESOURCES CANADA INC.  
ON 1998/01/02.





14 March 1996

**ALL WORKING INTEREST OWNERS  
AND ROYALTY INTEREST OWNERS  
WASKADA UNIT NO. 16  
(Addressee Lists Attached)**



Gentlemen:

**Subject: Unit Agreement - Schedule "A" - Notes**

Prior to the Assignment and Novation Agreement dated September 1, 1995, whereby Brosco Fund Limited and Richardson Oil & Gas Limited assigned their gross overriding royalty to Tundra Oil and Gas Ltd., Pioneer Energy Resources Limited became Richardson through a Certification of Amendment (attached) amending the corporate name. This amendment was never noted in the Unit Agreement. To remedy this oversight we are attaching corrections to the Notes and List of Abbreviations.

Please accept our apologies for any inconvenience this error may have caused and should you have any questions regarding this documentation please contact the undersigned at your convenience at (403)297-9130.

Yours very truly,

**ENRON OIL CANADA LTD.**

A handwritten signature in cursive script, appearing to read "Pamela D. Currey".

Pamela D. Currey,  
Administrative Assistant

/pdc  
attach

xc: Accounting - J. Broadley  
Land - M. Kraft

**ENRON** Oil Canada Ltd.

**WASKADA UNIT NO. 16  
OPERATING COMMITTEE**

**Addressee List**

**CHAUVCO RESOURCES LTD.  
#2900, 255 - 5th Avenue S.W.  
Calgary, Alberta  
T2P 3G6**

**Attention: Mr. D.L. Robertson**

**HIGHRIDGE EXPLORATION LTD.  
Suite 1500, 633 - 6th Avenue S.W.  
Calgary, Alberta  
T2P 2Y5**

**Attention: Mr. Niels Gundersen**

**POCO PETROLEUMS LTD.  
#3500, 250 - 6th Avenue S.W.  
Calgary, Alberta  
T2P 3H7**

**Attention: Mr. K. Hertz**

**ENRON** Oil Canada Ltd.

**WASKADA UNIT NO. 16  
ROYALTY INTEREST OWNERS**

**Addressee List**

Santa Fe Energy Resources of Canada, Inc.  
#1000, 1616 South Voss  
Houston, Texas 77057  
USA

Tundra Oil and Gas Ltd.  
1111 One Lombard Place  
Winnipeg, Manitoba  
R3B 0X4

Great Northern Energy Corporation Inc.  
#1670, 801 - 6th Avenue S.W.  
Calgary, Alberta  
T2P 3W2

Attention: Mr. G.W. Litscke

Mr. William T. Passant  
4183 Gellatly Road  
Westbank, B.C.  
V4T 2K2

Patlet Ventures Ltd.  
c/o Mr. Lorne Temple  
Box 263  
Onanole, Manitoba  
R0J 1N0

Lintus Resources Limited  
Suite 1506 Dome Tower  
333 - 7th Avenue S.W.  
Calgary, Alberta  
T2P 2Z1

Attention: Ms. Cheryl L. McCaughan

Tempella Resources Ltd.  
c/o Mr. Donald Temple  
Box 64  
Waskada, Manitoba  
R0M 2E0

To all to whom these presents may come, be seen or known

~~1. 1st~~  
~~2. 2nd~~  
3. Book

I, DAVID L. FRASER

A NOTARY PUBLIC IN AND FOR THE PROVINCE OF MANITOBA,

BY ROYAL AUTHORITY DULY APPOINTED, residing at the City of Winnipeg,

in the said Province DO CERTIFY AND ATTEST that the paper writing hereunto annexed is a TRUE

COPY of a document produced to me and purporting to be the original Certificate of

Amendment of RICHARDSON OIL & GAS LIMITED, Number 121303-2, issued by the

Canada Business Corporations Act on December 24, 1991.

2032  
2035  
2097 E, F, G  
3063  
3064  
} ROYALTIES ONLY

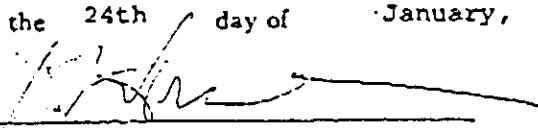
XC: Accounting  
Christine  
Drilling  
Exploration  
Production  
Marianne  
Leah

(RICH)  
101263 RICHARDSON OIL & GAS  
LIMITED  
REPLACES  
(PICAD)  
060900 PIONEER ENERGY RESOURCE  
LIMITED

92/11/27  
JLW

THE SAID COPY having been compared by me with the said original document, an act whereof being requested, I HAVE GRANTED the same under my notarial form and seal of office to serve and avail as occasion shall or may require.

IN TESTIMONY WHEREOF I have hereto subscribed my name and affixed my seal of office at  
Winnipeg, Manitoba, the 24th day of January, 19 92.

  
A Notary Public in and for the Province of  
Manitoba.



Certificate of Amendment

Canada Business  
Corporations Act

Certificat de modification

Loi régissant les sociétés  
par actions de régime fédéral

RICHARDSON OIL & GAS LIMITED

121303-2

Name of Corporation - Dénomination de la société

Number - Numéro

I hereby certify that the  
Articles of the above-mentioned  
Corporation were amended

(a) under Section 13 of the  
Canada Business Corporations  
Act in accordance with the  
attached notice;

(b) under Section 27 of the  
Canada Business Corporations  
Act as set out in the attached  
Articles of Amendment  
designating a series of shares;

(c) under Section 177 of the  
Canada Business Corporations  
Act as set out in the attached  
Articles of Amendment;

(d) under Section 191 of the  
Canada Business Corporations  
Act as set out in the attached  
Articles of Reorganization;

(e) under Section 192 of the  
Canada Business Corporations  
Act as set out in the attached  
Articles of Arrangement.

Je certifie par les présentes que  
les statuts de la société  
mentionnée ci-haut ont été modifiés

☐ (a) en vertu de l'article 13 de la  
Loi régissant les sociétés par  
actions de régime fédéral  
conformément à l'avis ci-joint;

☐ (b) en vertu de l'article 27 de la  
Loi régissant les sociétés par actions  
de régime fédéral tel qu'indiqué dans  
les clauses modificatrices ci-jointes  
désignant une série d'actions;

☒ (c) en vertu de l'article 177 de la  
Loi régissant les sociétés par actions  
de régime fédéral tel qu'indiqué dans  
les clauses modificatrices ci-jointes;

☐ (d) en vertu de l'article 191 de la  
Loi régissant les sociétés par actions  
de régime fédéral tel qu'indiqué  
dans les clauses de réorganisation  
ci-jointes;

☐ (e) en vertu de l'article 192 de la  
Loi régissant les sociétés par actions  
de régime fédéral tel qu'indiqué dans  
les clauses d'arrangement ci-jointes.

Le directeur

*Laine M. Collins*

Director

December 24, 1991/le 24 décembre 1991

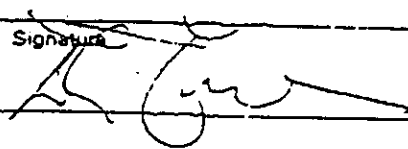
Date of Amendment - Date de la modification

Canada

1 — Name of Corporation — Dénomination de la société	2 — Corporation No. N° de la société
PIONEER ENERGY RESOURCES LIMITED	121303-2

3 — The articles of the above-named corporation are amended as follows: Les statuts de la société ci-haut mentionnée sont modifiés de la façon suivante:

The name of the Corporation shall be amended to be RICHARDSON OIL & GAS LIMITED.

Date December 3, 1991	Signature 	Description of Office — Description du poste Assistant Secretary
1387 (12-89) 46		FOR DEPARTMENTAL USE ONLY — À L'USAGE DU MINISTÈRE SEULEMENT Filed — Déposée JAN 10 1992

**ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE  
"UNIT AGREEMENT - WASKADA UNIT NO. 16"**

**NOTES:**

- (1) TRACTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 16, 17 and 18 are subject to a non-convertible gross overriding royalty of 10% calculated on 37.5% of production payable to Shell by Enron.
- (2) TRACTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 16, 17 and 18 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (5% min - 10% max) on oil, calculated on 25% of production payable to Adobe by Enron.
- (3) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 10% calculated on 20% of production payable to Shell by Enron.
- (4) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 1/150th (4% to 8%) on oil, calculated on 25% of production payable to Adobe by Chauvco, Enron and Highridge.
- (5) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (min 4% - 8% max) on oil, calculated on 25% of production payable in equal shares to Richardson and Brosco by Chauvco, Enron and Highridge.
- (6) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 1% calculated on 100% of production payable to Geodata by Chauvco, Enron and Highridge.
- (7) TRACTS 14, 19, 20, 24, 25, 26, 27, 28, 29, 30, 31 and 32 are subject to a non-convertible gross overriding royalty of 10% calculated on 50% of production payable to Poco by Enron.
- (8) TRACTS 14, 20, 24, 25, 28, 29, 30 and 31 are subject to a non-convertible gross overriding royalty of 1% calculated on 50% of production payable to Passant by Enron.
- (9) TRACT 33 is subject to a non-convertible gross overriding royalty of 10% calculated on 50% of production payable to Poco by Enron; convertible at payout to a 25% working interest.
- (10) TRACTS 19, 26, 27, 32 and 33 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (4% to 8%) on oil, calculated on 18.75% of production payable to Adobe (50%), Richardson (25%) and Brosco (25%) by Enron.

Revision #2: Effective March 1, 1992  
Re: Voyager amalgamation with Poco  
(Corrected 96/03/14 to indicate Pioneer to Richardson in Tracts 5 & 10)

**ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE  
"UNIT AGREEMENT - WASKADA UNIT NO. 16"**

**NOTES:**

- (1) TRACTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 16, 17 and 18 are subject to a non-convertible gross overriding royalty of 10% calculated on 37.5% of production payable to Lintus by Enron.
- (2) TRACTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 16, 17 and 18 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (5% min - 10% max) on oil, calculated on 25% of production payable to Adobe by Enron.
- (3) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 10% calculated on 20% of production payable to Lintus by Enron.
- (4) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 1/150th (4% to 8%) on oil, calculated on 25% of production payable to Adobe by Chauvco, Enron and Highridge.
- (5) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (min 4% - 8% max) on oil, calculated on 25% of production payable in equal shares to Richardson and Brosco by Chauvco, Enron and Highridge.
- (6) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 1% calculated on 100% of production payable to Geodata by Chauvco, Enron and Highridge.
- (7) TRACTS 14, 19, 20, 24, 25, 26, 27, 28, 29, 30, 31 and 32 are subject to a non-convertible gross overriding royalty of 10% calculated on 50% of production payable to Poco by Enron.
- (8) TRACTS 14, 20, 24, 25, 26, 27, 28, 29, 30 and 31 are subject to a non-convertible gross overriding royalty of 1% calculated on 50% of production payable to Passant by Enron.
- (9) TRACT 33 is subject to a non-convertible gross overriding royalty of 10% calculated on 50% of production payable to Poco by Enron; convertible at payout to a 25% working interest.
- (10) TRACTS 19, 26, 27, 32 and 33 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (4% to 8%) on oil, calculated on 18.75% of production payable to Adobe (50%), Richardson (25%) and Brosco (25%) by Enron.

Revision #3: Effective May 1, 1992  
Re: Assignment of Interest from Shell Canada Limited to Lintus Resources Limited  
(Corrected 98/03/14 to indicate Pioneer to Richardson in Tracts 5 & 10)



**ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE  
"UNIT AGREEMENT - WASKADA UNIT NO. 16"**

**NOTES:**

- (1) TRACTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 16, 17 and 18 are subject to a non-convertible gross overriding royalty of 10% calculated on 37.5% of production payable to Lintus by Enron.
- (2) TRACTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 16, 17 and 18 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (5% min - 10% max) on oil, calculated on 25% of production payable to Santa Fe by Enron.
- (3) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 10% calculated on 20% of production payable to Lintus by Enron.
- (4) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to an non-convertible gross overriding royalty of 1/150th (4% to 8%) on oil, calculated on 25% of production payable to Santa Fe by Chauvco, Enron and Highridge.
- (5) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (min 4% - 8% max) on oil, calculated on 25% of production payable in equal shares to Richardson and Brosco by Chauvco, Enron and Highridge.
- (6) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 1% calculated on 100% of production payable to Geodata by Chauvco, Enron and Highridge.
- (7) TRACTS 14, 19, 20, 24, 25, 26, 27, 28, 29, 30, 31 and 32 are subject to a non-convertible gross overriding royalty of 10% calculated on 50% of production payable to Poco by Enron.
- (8) TRACTS 14, 20, 24, 25, 28, 29, 30 and 31 are subject to a non-convertible gross overriding royalty of 1% calculated on 50% of production payable to Passant by Enron.
- (9) TRACT 33 is subject to a non-convertible gross overriding royalty of 10% calculated on 50% of production payable to Poco by Enron; convertible at payout to a 25% working interest.
- (10) TRACTS 19, 26, 27, 32 and 33 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (4% to 8%) on oil, calculated on 18.75% of production payable to Santa Fe (50%), Richardson (25%) and Brosco (25%) by Enron.

Revision #4: Effective January 1, 1993

Re: Assignment of Interest from Adobe Resources Corporation to Santa Fe Energy Resources of Canada, Inc.  
(Corrected 96/03/14 to indicate Pioneer to Richardson in Tracts 5 & 10)

**ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE  
"UNIT AGREEMENT - WASKADA UNIT NO. 16"**

**NOTES:**

- (1) TRACTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 16, 17 and 18 are subject to a non-convertible gross overriding royalty of 10% calculated on 37.5% of production payable to Lintus by Enron.
- (2) TRACTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 16, 17 and 18 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (5% min - 10% max) on oil, calculated on 25% of production payable to Santa Fe by Enron.
- (3) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 10% calculated on 20% of production payable to Lintus by Enron.
- (4) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 1/150th (4% to 8%) on oil, calculated on 25% of production payable to Santa Fe by Chauvco, Enron and Highridge.
- (5) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (min 4% - 8% max) on oil, calculated on 25% of production payable in equal shares to Richardson and Brosco by Chauvco, Enron and Highridge.
- (6) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 1% calculated on 100% of production payable to Geodata by Chauvco, Enron and Highridge.
- (7) TRACTS 14, 19, 20, 24, 25, 26, 27, 28, 29, 30, 31 and 32 are subject to a non-convertible gross overriding royalty of 10% calculated on 50% of production payable to Poco by Enron.
- (8) TRACTS 14, 20, 24, 25, 26, 28, 29, 30 and 31 are subject to a non-convertible gross overriding royalty of 1% calculated on 50% of production payable to Passant by Enron.
- (9) TRACT 33 - Poco elected to convert its GORR to a 25% working interest.
- (10) TRACTS 19, 26, 27, 32 and 33 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (4% to 8%) on oil, calculated on 18.75% of production payable to Santa Fe (50%), Richardson (25%) and Brosco (25%) by Enron.

Revision #5: August 1, 1993 (Payout effective November 1, 1992)

Re: Payout of Well 14-10-2-25 WPM in Tract 33

(Corrected 96/03/14 to indicate Pioneer to Richardson in Tracts 5 & 10)

**ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE  
"UNIT AGREEMENT - WASKADA UNIT NO. 16"**

**NOTES:**

- (1) TRACTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 16, 17 and 18 are subject to a non-convertible gross overriding royalty of 10% calculated on 37.5% of production payable to Lintus by Enron.
- (2) TRACTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 16, 17 and 18 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (5% min - 10% max) on oil, calculated on 25% of production payable to Santa Fe by Enron.
- (3) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 10% calculated on 20% of production payable to Lintus by Enron.
- (4) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 1/150th (4% to 8%) on oil, calculated on 25% of production payable to Santa Fe by Chauvco, Enron and Highridge.
- (5) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (min 4% - 8% max) on oil, calculated on 25% of production payable in equal shares to Richardson and Brosco by Chauvco, Enron and Highridge.
- (6) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 1% calculated on 100% of production payable to Grt Northern by Chauvco, Enron and Highridge.
- (7) TRACTS 14, 19, 20, 24, 25, 26, 27, 28, 29, 30, 31 and 32 are subject to a non-convertible gross overriding royalty of 10% calculated on 50% of production payable to Poco by Enron.
- (8) TRACTS 14, 20, 24, 25, 26, 28, 29, 30 and 31 are subject to a non-convertible gross overriding royalty of 1% calculated on 50% of production payable to Passant by Enron.
- (9) TRACT 33 - Poco elected to convert its GORR to a 25% working interest.
- (10) TRACTS 19, 26, 27, 32 and 33 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (4% to 8%) on oil, calculated on 18.75% of production payable to Santa Fe (50%), Richardson (25%) and Brosco (25%) by Enron.

Revision #6: Effective September 1, 1993  
Re: Assignment of Royalty Interest - Geodata to Great Northern  
(Corrected 96/03/14 to indicate Pioneer to Richardson in Tracts 5 & 10)

**ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE  
"UNIT AGREEMENT - WASKADA UNIT NO. 16"**

**NOTES:**

- (1) TRACTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 16, 17 and 18 are subject to a non-convertible gross overriding royalty of 10% calculated on 37.5% of production payable to Lintus by Enron.
- (2) TRACTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 16, 17 and 18 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (5% min - 10% max) on oil, calculated on 25% of production payable to Santa Fe by Enron.
- (3) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 10% calculated on 20% of production payable to Lintus by Enron.
- (4) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to an non-convertible gross overriding royalty of 1/150th (4% to 8%) on oil, calculated on 25% of production payable to Santa Fe by Chauvco, Enron and Highridge.
- (5) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (min 4% - 8% max) on oil, calculated on 25% of production payable to Tundra by Chauvco, Enron and Highridge.
- (6) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 1% calculated on 100% of production payable to Grt Northern by Chauvco, Enron and Highridge.
- (7) TRACTS 14, 19, 20, 24, 25, 26, 27, 28, 29, 30, 31 and 32 are subject to a non-convertible gross overriding royalty of 10% calculated on 50% of production payable to Poco by Enron.
- (8) TRACTS 14, 20, 24, 25, 28, 29, 30 and 31 are subject to a non-convertible gross overriding royalty of 1% calculated on 50% of production payable to Passant by Enron.
- (9) TRACT 33 - Poco elected to convert its GORR to a 25% working interest.
- (10) TRACTS 19, 26, 27, 32 and 33 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (4% to 8%) on oil, calculated on 18.75% of production payable to Santa Fe (50%) and Tundra (50%) by Enron.

Revision #7: Effective as of December 1, 1995

Re: Assignment of Royalty Interest - Brosco & Richardson to Tundra  
(Corrected 96/03/14 to remove Pioneer (Richardson) and indicate "Tundra (50%) by Enron" in Tract 10)

## **LIST OF ABBREVIATIONS**

### **ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE "UNIT AGREEMENT - WASKADA UNIT NO. 16"**

<b><u>ABBREVIATION</u></b>	<b><u>MEANING</u></b>
Adobe	Adobe Resources Corporation
Brosco	Brosco Fund Limited
Chauvco	Chauvco Resources Ltd.
Crown	Her Majesty the Queen, in the right of the Province of Manitoba
Enron	Enron Oil Canada Ltd.
Geodata	Geodata Exploration Services Ltd.
Highridge	Highridge Exploration Ltd.
Passant	William T. Passant
Patlet	Patlet Ventures Ltd.
Richardson	Richardson Oil & Gas Limited
Shell	Shell Canada Limited
Tempella	Tempella Resources Ltd.
Poco	Poco Petroleums Ltd.

Revision #3: Effective March 1, 1992  
Re: Voyager amalgamation with Poco  
(Correction 96/03/14 to indicate Pioneer to Richardson)

## LIST OF ABBREVIATIONS

ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE  
"UNIT AGREEMENT - WASKADA UNIT NO. 16"

<u>ABBREVIATION</u>	<u>MEANING</u>
Adobe	Adobe Resources Corporation
Brosco	Brosco Fund Limited
Chauvco	Chauvco Resources Ltd.
Crown	Her Majesty the Queen, in the right of the Province of Manitoba
Enron	Enron Oil Canada Ltd.
Geodata	Geodata Exploration Services Ltd.
Highridge	Highridge Exploration Ltd.
Passant	William T. Passant
Patlet	Patlet Ventures Ltd.
Richardson	Richardson Oil & Gas Limited
Lintus	Lintus Resources Limited
Tempella	Tempella Resources Ltd.
Poco	Poco Petroleum Ltd.

Revision #4: Effective as of May 1, 1992

Re: Assignment of Interest from Shell Canada Limited to Lintus Resources Limited  
(Correction 96/03/14 to indicate Pioneer to Richardson)

## **LIST OF ABBREVIATIONS**

**ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE  
"UNIT AGREEMENT - WASKADA UNIT NO. 16"**

<b><u>ABBREVIATION</u></b>	<b><u>MEANING</u></b>
Santa Fe	Santa Fe Energy Resources of Canada, Inc.
Brosco	Brosco Fund Limited
Chauvco	Chauvco Resources Ltd.
Crown	Her Majesty the Queen, in the right of the Province of Manitoba
Enron	Enron Oil Canada Ltd.
Geodata	Geodata Exploration Services Ltd.
Highridge	Highridge Exploration Ltd.
Passant	William T. Passant
Patlet	Patlet Ventures Ltd.
Richardson	Richardson Oil & Gas Limited
Lintus	Lintus Resources Limited
Tempella	Tempella Resources Ltd.
Poco	Poco Petroleums Ltd.

Revision #5: Effective January 1, 1993  
Re: Assignment of Interest from Adobe Resources Corporation  
to Santa Fe Energy Resources of Canada, Inc.  
(Correction 96/03/14 to indicate Pioneer to Richardson)

## LIST OF ABBREVIATIONS

ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE  
"UNIT AGREEMENT - WASKADA UNIT NO. 16"

<u>ABBREVIATION</u>	<u>MEANING</u>
Santa Fe	Santa Fe Energy Resources of Canada, Inc.
Brosco	Brosco Fund Limited
Chauvco	Chauvco Resources Ltd.
Crown	Her Majesty the Queen, in the right of the Province of Manitoba
Enron	Enron Oil Canada Ltd.
Geodata	Geodata Exploration Services Ltd.
Highridge	Highridge Exploration Ltd.
Passant	William T. Passant
Patlet	Patlet Ventures Ltd.
Richardson	Richardson Oil & Gas Limited
Lintus	Lintus Resources Limited
Tempella	Tempella Resources Ltd.
Poco	Poco Petroleums Ltd.

Revision #6: August 1, 1993 (Payout effective as of November 1, 1992)  
Re: Payout of Well 14-10-2-25 WPM in Tract 33  
(Correction 96/03/14 to indicate Pioneer to Richardson)



## **LIST OF ABBREVIATIONS**

### **ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE "UNIT AGREEMENT - WASKADA UNIT NO. 16"**

<b><u>ABBREVIATION</u></b>	<b><u>MEANING</u></b>
Santa Fe	Santa Fe Energy Resources of Canada, Inc.
Brosco	Brosco Fund Limited
Chauvco	Chauvco Resources Ltd.
Crown	Her Majesty the Queen, in the right of the Province of Manitoba
Enron	Enron Oil Canada Ltd.
Grt Northern	Great Northern Energy Corporation Inc.
Highridge	Highridge Exploration Ltd.
Passant	William T. Passant
Patlet	Patlet Ventures Ltd.
Richardson	Richardson Oil & Gas Limited
Lintus	Lintus Resources Limited
Tempella	Tempella Resources Ltd.
Poco	Poco Petroleums Ltd.

Revision #7: Effective September 1, 1993

Re: Assignment of Royalty Interests - Geodata to Great Northern  
(Correction 96/03/14 to indicate Pioneer to Richardson)

## **LIST OF ABBREVIATIONS**

### **ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE "UNIT AGREEMENT - WASKADA UNIT NO. 16"**

<b><u>ABBREVIATION</u></b>	<b><u>MEANING</u></b>
Santa Fe	Santa Fe Energy Resources of Canada, Inc.
Chauvco	Chauvco Resources Ltd.
Crown	Her Majesty the Queen, in the right of the Province of Manitoba
Enron	Enron Oil Canada Ltd.
Grt Northern	Great Northern Energy Corporation Inc.
Highridge	Highridge Exploration Ltd.
Passant	William T. Passant
Patlet	Patlet Ventures Ltd.
Lintus	Lintus Resources Limited
Tempella	Tempella Resources Ltd.
Tundra	Tundra Oil and Gas Ltd.
Poco	Poco Petroleums Ltd.

Revision #8: Effective as of December 1, 1995

Re: Assignment of Royalty Interests - Brosco & Richardson to Tundra  
(Correction 96/03/14 to remove Pioneer (Richardson) from list)

12 December 1995

**ALL WORKING INTEREST OWNERS  
ALL ROYALTY INTEREST OWNERS  
WASKADA UNIT NO. 16  
(Addressee Lists Attached)**

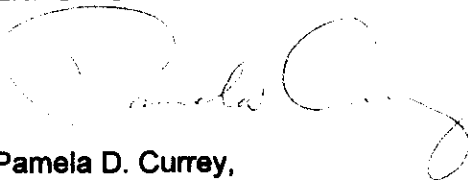
Gentlemen:

**Subject:     Unit Agreement - Waskada Unit No. 16**

As Operator of the above referenced Unit, Enron Oil Canada Ltd. hereby forwards revisions made to the Unit Agreement which indicates the assignment of royalty interest from Brosco Fund Limited to Tundra Oil and Gas Ltd.

Yours very truly,

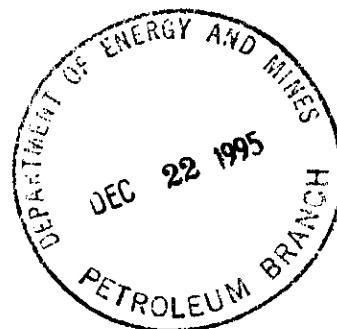
**ENRON OIL CANADA LTD.**



**Pamela D. Currey,  
Administrative Assistant**

/pdc  
attach

xc: ~~Manitoba Energy & Mines~~  
Production Accounting/Accounting  
Land - M. Kraft



**ENRON** Oil Canada Ltd.

**WASKADA UNIT NO. 16  
OPERATING COMMITTEE**

**Addressee List**

**CHAUVCO RESOURCES LTD.  
#2900, 255 - 5th Avenue S.W.  
Calgary, Alberta  
T2P 3G6**

**Attention: Mr. D.L. Robertson**

**HIGHRIDGE EXPLORATION LTD.  
Suite 1710, 530 - 8th Avenue S.W.  
Calgary, Alberta  
T2P 3S8**

**Attention: Mr. Niels Gundersen**

**POCO PETROLEUMS LTD.  
#3500, 250 - 6th Avenue S.W.  
Calgary, Alberta  
T2P 3H7**

**Attention: Mr. K. Hertz**

**WASKADA UNIT NO. 16  
ROYALTY INTEREST OWNERS**

**Addressee List**

**Santa Fe Energy Resources of Canada, Inc.  
Suite 1108, 324 - 8th Avenue S.W.  
Calgary, Alberta  
T2P 2Z2**

**Attention: D.R. Holding**

**Tundra Oil and Gas Ltd.  
1111 One Lombard Place  
Winnipeg, Manitoba  
R3B 0X4**

**Great Northern Energy Corporation Inc.  
#1670, 801 - 6th Avenue S.W.  
Calgary, Alberta  
T2P 3W2**

**Attention: Mr. G.W. Litscke**

**Mr. William T. Passant  
4183 Gellatly Road  
Westbank, B.C.  
V4T 2K2**

**Patlet Ventures Ltd.  
c/o Mr. Lorne Temple  
Box 263  
Onanole, Manitoba  
R0J 1N0**

**Pioneer Energy Resources Limited  
1111 One Lombard Place  
Winnipeg, Manitoba  
R3B 0X4**

**Attention: Mr. R.G. Puchniak**

**Lintus Resources Limited  
Suite 1506 Dome Tower  
333 - 7th Avenue S.W.  
Calgary, Alberta  
T2P 2Z1**

**Attention: Ms. Cheryl L. McCaughan**

**Tempella Resources Ltd.  
c/o Mr. Donald Temple  
Box 64  
Waskada, Manitoba  
R0M 2E0**

**ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE  
"UNIT AGREEMENT - WASKADA UNIT NO. 16"**

**NOTES:**

- (1) TRACTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 16, 17 and 18 are subject to a non-convertible gross overriding royalty of 10% calculated on 37.5% of production payable to Lintus by Enron.
- (2) TRACTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 16, 17 and 18 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (5% min - 10% max) on oil, calculated on 25% of production payable to Santa Fe by Enron.
- (3) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 10% calculated on 20% of production payable to Lintus by Enron.
- (4) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to an non-convertible gross overriding royalty of 1/150th (4% to 8%) on oil, calculated on 25% of production payable to Santa Fe by Chauvco, Enron and Highridge.
- (5) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (min 4% - 8% max) on oil, calculated on 25% of production payable in equal shares to Pioneer and Tundra by Chauvco, Enron and Highridge.
- (6) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 1% calculated on 100% of production payable to Grt Northern by Chauvco, Enron and Highridge.
- (7) TRACTS 14, 19, 20, 24, 25, 26, 27, 28, 29, 30, 31 and 32 are subject to a non-convertible gross overriding royalty of 10% calculated on 50% of production payable to Poco by Enron.
- (8) TRACTS 14, 20, 24, 25, 28, 29, 30 and 31 are subject to a non-convertible gross overriding royalty of 1% calculated on 50% of production payable to Passant by Enron.
- (9) TRACT 33 - Poco elected to covert its GORR to a 25% working interest.
- (10) TRACTS 19, 26, 27, 32 and 33 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (4% to 8%) on oil, calculated on 18.75% of production payable to Santa Fe (50%), Pioneer (25%) and Tundra (25%) by Enron.

Revision #7: Effective as of December 1, 1995

Re: Assignment of Royalty Interests - Brosco to Tundra

## **LIST OF ABBREVIATIONS**

### **ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE "UNIT AGREEMENT - WASKADA UNIT NO. 16"**

<b><u>ABBREVIATION</u></b>	<b><u>MEANING</u></b>
Santa Fe	Santa Fe Energy Resources of Canada, Inc.
Chauvco	Chauvco Resources Ltd.
Crown	Her Majesty the Queen, in the right of the Province of Manitoba
Enron	Enron Oil Canada Ltd.
Grt Northern	Great Northern Energy Corporation Inc.
Highridge	Highridge Exploration Ltd.
Passant	William T. Passant
Patlet	Patlet Ventures Ltd.
Pioneer	Pioneer Energy Resources Limited
Lintus	Lintus Resources Limited
Tempella	Tempella Resources Ltd.
Tundra	Tundra Oil and Gas Ltd.
Poco	Poco Petroleums Ltd.

Revision #8: Effective as of December 1, 1995  
Re: Assignment of Royalty Interests - Brosco to Tundra



1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within thirty (30) days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown opposite its execution hereof.

Date: September 5, 1995

Signature:

  
ROBERT G. PUCHNIAK  
PRESIDENT  
  
BRAD THIESSEN  
LAND MANAGER

Company:

Tundra Oil and Gas Ltd.

Address:

1111 One Lombard Place  
WINNIPEG, Manitoba  
R3B 0X4.

Unit Agreement - Waskada Unit No. 16



**ASSIGNMENT OF UNIT AGREEMENT**

**WASKADA UNIT NO. 16**

**THIS AGREEMENT** made as of the 1st day of September, 1995.

**BETWEEN:**        **BROSCO FUND LIMITED and RICHARDSON OIL & GAS LIMITED**, bodies corporate, having offices in the City of Winnipeg, in the Province of Manitoba

(hereinafter collectively referred to as the "Assignor")

OF THE FIRST PART

- and -

**TUNDRA OIL AND GAS LTD.**, a body corporate, having an office in the City of Winnipeg, in the Province of Manitoba

(hereinafter referred to as the "Assignee")

OF THE SECOND PART

**WHEREAS** the Assignor has certain rights, interests, obligations and responsibilities under and by virtue of the Unit Agreement for the Waskada Unit No. 16 (together with any amendments thereto, collectively hereinafter called the "Agreement"); and

**WHEREAS** the Assignor has assigned and conveyed to the Assignee all of the Assignor's right, title and interest in and to the Agreement (the "Assigned Interest") effective September 1, 1995 (the "Effective Date").

**NOW THEREFORE** this Agreement witnesses that in consideration of the foregoing and of the covenants and agreements contained herein, the parties hereto agree as follows:

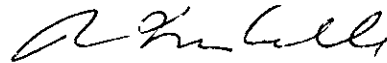
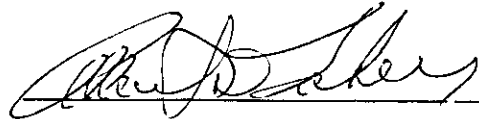
1. The Assignor hereby assigns, transfers, set over and conveys the Assigned Interest to the Assignee as of the Effective Date.
2. The Assignee shall replace the Assignor as a party to the Agreement with respect to the Assigned Interest on and after the Effective Date.
3. The Assignee hereby agrees to assume and be bound by, observe and perform all terms and covenants of the Agreement to be observed and performed by the Assignor with respect to the Assigned Interest at all times on and after the Effective Date.
4. The Assignee shall assume and be entitled to all rights, benefits and privileges of the Assignor under the Agreement with respect to the Assigned Interest at all times on and after the Effective Date.
5. At the request of the Assignee, the parties shall execute such documents and do such acts as may be reasonably required for the purpose of vesting in the Assignee the Assigned Interest.
6. This Agreement shall not merge with, supersede or extinguish the provisions of any other agreements which relate to the transfer of the Assigned Interest from the Assignor to the Assignee.
7. The address of the Assignee for the purposes of the Agreement shall be:

Tundra Oil and Gas Ltd.  
1111 One Lombard Place  
WINNIPEG, Manitoba  
R3B 0X4.

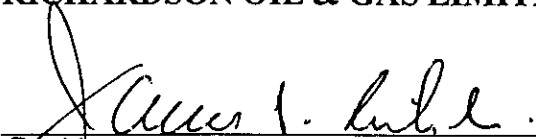
8. The Agreement shall continue in full force and effect from and after the Effective Date with the Assignee made a party thereto to the extent of the Assigned Interest and shall be amended as necessary to give effect to this Agreement and, as so amended, is ratified and confirmed by each party.
9. These presents shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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

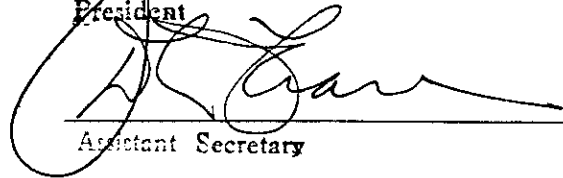
**BROSCO FUND LIMITED**



**RICHARDSON OIL & GAS LIMITED**



President



Assistant Secretary

**TUNDRA OIL AND GAS LTD.**



ROBERT G. PUCHNIAK  
PRESIDENT



BRAD THIESSEN  
LAND MANAGER

THIS IS THE EXECUTION PAGE TO THE ASSIGNMENT OF UNIT AGREEMENT DATED THE 1st DAY OF SEPTEMBER, 1995 BETWEEN BROSCO FUND LIMITED and RICHARDSON OIL & GAS LIMITED, AS ASSIGNOR, and TUNDRA OIL AND GAS LTD., AS ASSIGNEE

**ENRON  
Oil Canada Ltd.**

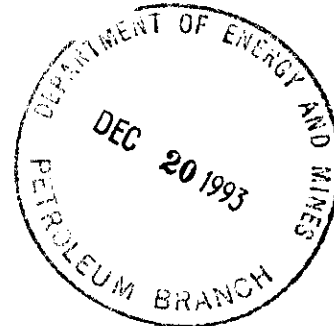
File: Waskada  
Unit No. 16

Unit Agreement

Tel: (403) 297-9100

14 December 1993

**ALL WORKING INTEREST OWNERS  
ALL ROYALTY INTEREST OWNERS  
WASKADA UNIT NO. 16  
(Addressee Lists Attached)**



Gentlemen:

**Subject: Waskada Unit No. 16 - Unit Agreement Revisions**

Effective September 1, 1993, Geodata Ltd. assigned its royalty interests in the Waskada Unit No. 16 to Great Northern Energy Corporation Inc. To reflect this assignment, Enron Oil Canada Ltd., as operator of the Unit, encloses revised copies of the Notes and List of Abbreviations attached to Exhibit "A" of the agreement.

Should you have any questions or require additional information, please contact Pam Currey at (403) 297-9130 at your convenience.

Yours very truly,

**ENRON OIL CANADA LTD.**

*pdc*  
Z.R. Tymrick,  
Chairman, Operating Committee  
Waskada Unit No. 16

ZRT:pdc  
attach

~~Manitoba Energy~~  
EOC Land Department  
EOC Accounting Department

BETWEEN:

GEODATA LTD., a body corporate, having its office at 1670,  
801 - 6th Avenue S.W., Calgary, Alberta, T2P 3W2

(hereinafter called the "ASSIGNOR")

OF THE FIRST PART

AND:

GREAT NORTHERN ENERGY CORPORATION INC., a  
body corporate, having its office at 1670, 801 - 6th Avenue  
S.W., Calgary, Alberta, T2P 3W2

(hereinafter called the "ASSIGNEE")

OF THE SECOND PART

ASSIGNMENT OF ROYALTY INTERESTS

Whereas the ASSIGNOR did by agreement in writing dated the 31st day of August, 1993, assign to the ASSIGNEE herein those ROYALTY INTERESTS set forth in Schedule "A" hereof.

Now this Agreement witnesseth that the ASSIGNOR in consideration of the said agreement and the covenants and conditions herein set forth; and the payment of the sum of TEN (\$10.00) DOLLARS by the ASSIGNEE to the ASSIGNOR (the receipt whereof the ASSIGNOR does hereby acknowledge) herein does hereby assign to the ASSIGNEE all its right, title and interest in those ROYALTY INTERESTS as set forth in Schedule "A" hereof;

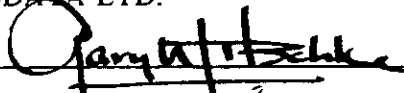
And further the ASSIGNOR does confirm that the effective date of the Assignment herein is the 1st day of September, 1993 and that all payments of Royalties accruing due, from and

after the latter date, be paid to the ASSIGNEE herein. The ASSIGNOR by the terms hereof does direct and authorize ENRON OIL CANADA LTD. to make such royalty payments to the ASSIGNEE herein.

Dated at the City of Calgary, in the Province of Alberta, this 30th day of September, 1993.

GEODATA LTD.

per:

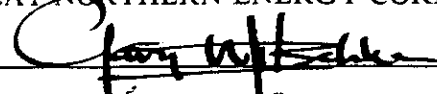


per:



GREAT NORTHERN ENERGY CORPORATION INC.

per:



per:



NOTICE OF ASSIGNMENT

TO: ENRON OIL CANADA LTD.  
1300, 700 - 9th Avenue S.W.  
Calgary, Alberta

This is Schedule "A" attached and forming Part of an Assignment of Royalty interests between Geodata Ltd. and Great Northern Energy Corporation Inc. dated August 31, 1993.

The Lands to which this applies are:

NE Sec 5 Twp 2 Rge 25 W1M✓

SW Sec 9 Twp 2 Rge 25 W1M✓

E ½ Sec 5 Twp 1 Rge 25 W1M✓

NW Sec 3 Twp 2 Rge 25 W1M✓

N ½ & SE ¼ Sec 28 Twp 1 Rge 26 W1M✓

ADD:

S ½ 9-1-25 W1M 5.10.98 H Part 16 Lands

N ½ 30-1-26 W1M

N ½ 30-1-26 W1M 5.10.98 H Part 17 Lands

DATED September 30th, 1993

---

GEODATA LTD.

TO

GREAT NORTHERN ENERGY CORPORATION INC.

---

ASSIGNMENT OF ROYALTY INTERESTS

---

DAVID H. SINCLAIR, Q.C.

Tharp Wildeman  
Barristers and Solicitors  
800, 933 - 17th Avenue S.W.  
Calgary, Alberta  
T2T 5R6

File No. 70,379DHS



**ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE  
"UNIT AGREEMENT - WASKADA UNIT NO. 16"**

**NOTES:**

- (1) TRACTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 16, 17 and 18 are subject to a non-convertible gross overriding royalty of 10% calculated on 37.5% of production payable to Lintus by Enron.
- (2) TRACTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 16, 17 and 18 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (5% min - 10% max) on oil, calculated on 25% of production payable to Santa Fe by Enron.
- (3) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 10% calculated on 20% of production payable to Lintus by Enron.
- (4) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to an non-convertible gross overriding royalty of 1/150th (4% to 8%) on oil, calculated on 25% of production payable to Santa Fe by Chauvco, Enron and Highridge.
- (5) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (min 4% - 8% max) on oil, calculated on 25% of production payable in equal shares to Pioneer and Brosco by Chauvco, Enron and Highridge.
- (6) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 1% calculated on 100% of production payable to Grt Northern by Chauvco, Enron and Highridge.
- (7) TRACTS 14, 19, 20, 24, 25, 26, 27, 28, 29, 30, 31 and 32 are subject to a non-convertible gross overriding royalty of 10% calculated on 50% of production payable to Poco by Enron.
- (8) TRACTS 14, 20, 24, 25, 28, 29, 30 and 31 are subject to a non-convertible gross overriding royalty of 1% calculated on 50% of production payable to Passant by Enron.
- (9) TRACT 33 - Poco elected to covert its GORR to a 25% working interest.
- (10) TRACTS 19, 26, 27, 32 and 33 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (4% to 8%) on oil, calculated on 18.75% of production payable to Santa Fe (50%), Pioneer (25%) and Brosco (25%) by Enron.

Revision #6: Effective as of September 1, 1993

Re: Assignment of Royalty Interests - Geodata to Grt Northern

## **LIST OF ABBREVIATIONS**

### **ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE "UNIT AGREEMENT - WASKADA UNIT NO. 16"**

<b><u>ABBREVIATION</u></b>	<b><u>MEANING</u></b>
Santa Fe	Santa Fe Energy Resources of Canada, Inc.
Brosco	Brosco Fund Limited
Chauvco	Chauvco Resources Ltd.
Crown	Her Majesty the Queen, in the right of the Province of Manitoba
Enron	Enron Oil Canada Ltd.
Grt Northern	Great Northern Energy Corporation Inc.
Highridge	Highridge Exploration Ltd.
Passant	William T. Passant
Patlet	Patlet Ventures Ltd.
Pioneer	Pioneer Energy Resources Limited
Lintus	Lintus Resources Limited
Tempella	Tempella Resources Ltd.
Poco	Poco Petroleums Ltd.

**Revision #7: Effective as of September 1, 1993**

**Re: Assignment of Royalty Interests - Geodata to Grt Northern**

**ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE  
"UNIT AGREEMENT - WASKADA UNIT NO. 16"**

**NOTES:**

- (1) TRACTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 16, 17 and 18 are subject to a non-convertible gross overriding royalty of 10% calculated on 37.5% of production payable to Lintus by Enron.
- (2) TRACTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 16, 17 and 18 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (5% min - 10% max) on oil, calculated on 25% of production payable to Santa Fe by Enron.
- (3) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 10% calculated on 20% of production payable to Lintus by Enron.
- (4) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to an non-convertible gross overriding royalty of 1/150th (4% to 8%) on oil, calculated on 25% of production payable to Santa Fe by Chauvco, Enron and Highridge.
- (5) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (min 4% - 8% max) on oil, calculated on 25% of production payable in equal shares to Pioneer and Brosco by Chauvco, Enron and Highridge.
- (6) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 1% calculated on 100% of production payable to Grt Northern by Chauvco, Enron and Highridge.
- (7) TRACTS 14, 19, 20, 24, 25, 26, 27, 28, 29, 30, 31 and 32 are subject to a non-convertible gross overriding royalty of 10% calculated on 50% of production payable to Poco by Enron.
- (8) TRACTS 14, 20, 24, 25, 28, 29, 30 and 31 are subject to a non-convertible gross overriding royalty of 1% calculated on 50% of production payable to Passant by Enron.
- (9) TRACT 33 - Poco elected to covert its GORR to a 25% working interest.
- (10) TRACTS 19, 26, 27, 32 and 33 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (4% to 8%) on oil, calculated on 18.75% of production payable to Santa Fe (50%), Pioneer (25%) and Brosco (25%) by Enron.

Revision #6: Effective as of September 1, 1993

Re: Assignment of Royalty Interests - Geodata to Grt Northern

## **LIST OF ABBREVIATIONS**

### **ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE "UNIT AGREEMENT - WASKADA UNIT NO. 16"**

<b><u>ABBREVIATION</u></b>	<b><u>MEANING</u></b>
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Brosco	Brosco Fund Limited
Chauvco	Chauvco Resources Ltd.
Crown	Her Majesty the Queen, in the right of the Province of Manitoba
Enron	Enron Oil Canada Ltd.
Grt Northern	Great Northern Energy Corporation Inc.
Highridge	Highridge Exploration Ltd.
Passant	William T. Passant
Patlet	Patlet Ventures Ltd.
Pioneer	Pioneer Energy Resources Limited
Lintus	Lintus Resources Limited
Tempella	Tempella Resources Ltd.
Poco	Poco Petroleums Ltd.

Revision #7: Effective as of September 1, 1993

Re: Assignment of Royalty Interests - Geodata to Grt Northern

**ENRON  
Oil Canada Ltd.**

CAROL I.

FILE - WASKADA

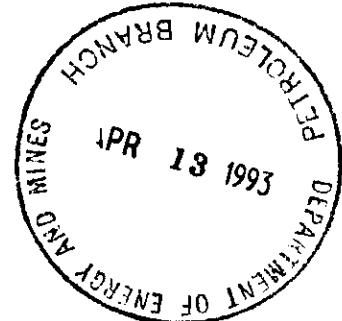
UNIT NO. 16

UNIT AGREEMENT

Tel: (403) 298-2600

6 April 1993

**ALL WORKING INTEREST OWNERS  
WASKADA UNIT NO. 16  
OPERATING COMMITTEE  
(Addressee List Attached)**



Gentlemen:

**Subject:      Revisions to Unit & Unit Operating Agreements**

In the month of October 1992 the well 14-10-2-25 WPM paid out and Poco Petroleum Ltd. elected to convert their GORR interest to a 25% working interest in Tract 33 giving them a 0.426% interest in the Unit. To reflect this conversion Enron Oil Canada Ltd., as operator of the Unit, encloses herewith revisions of Exhibit "A" to the Unit Agreement and Exhibit "D" to the Unit Operating Agreement.

Should you have any questions or concerns regarding these changes, please contact the undersigned at your convenience.

Yours very truly,

**ENRON OIL CANADA LTD.**

A handwritten signature in cursive script, appearing to read "C.R. Haywood".

C.R. Haywood,  
Area Production Engineer

CRH:pd  
attach

xc:    Manitoba Energy & Mines - Attention: John Fox  
      EOC Accounting Department - Attention: G. Smith/M. MacFarlane  
      EOC Land Department

EXHIBIT "A"

ATTACHED TO AND FORMING PART OF AN AGREEMENT ENTITLED  
"UNIT AGREEMENT - WASKADA UNIT NO. 16"

TRACTS AND TRACT PARTICIPATION

Tract Number	Land Description	WORKING INTERESTS		ROYALTY INTERESTS		
		Working Interest Owner	Share of Working Interest (%)	Royalty Interest Owner	Share of Royalty Interest (%)	Tract Participation Factor
1	3-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.01903
2	4-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.03351
3	5-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.05135
4	6-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.03320
5	11-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.02379
6	12-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.02786
7	9-5-2-25 WPM	Enron Chauvco Highridge	62.500 (3)(4)(5)(6) 12.500 25.000	Patlet	100.000	0.04892
8	10-5-2-25 WPM	Enron Chauvco Highridge	62.500 (3)(4)(5)(6) 12.500 25.000	Patlet	100.000	0.01255

9	15-5-2-25 WPM	Enron Chauvco Highridge	(3)(4)(5)(6) 62.500 12.500 25.000	Patlet	100.000	0.01260
10	16-5-2-25 WPM	Enron Chauvco Highridge	(3)(4)(5)(6) 62.500 12.500 25.000	Patlet	100.000	0.02028
11	13-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.03958
12	14-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.02911
13	15-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.02610
14	2-9-2-25 WPM	Enron	(7)(8) 100.000	Tempella	100.000	0.03397
15	4-9-2-25 WPM	Enron Chauvco Highridge	(3)(4)(5)(6) 62.500 12.500 25.000	Patlet	100.000	0.03107
16	9-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.02040
17	10-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.03349
18	16-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.02951
19	4-10-2-25 WPM	Enron Chauvco	93.750 (7)(10) 6.250	Crown	100.000	0.01452
20	1-9-2-25 WPM	Enron	(7)(8) 100.000	Tempella	100.000	0.02659
21	3-9-2-25 WPM	Enron Chauvco Highridge	(3)(4)(5)(6) 62.500 12.500 25.000	Patlet	100.000	0.04839
22	5-9-2-25 WPM	Enron Chauvco Highridge	(3)(4)(5)(6) 62.500 12.500 25.000	Patlet	100.000	0.02167

23	6-9-2-25 WPM	Enron Chauvco Highridge	(3)(4)(5)(6) 62.500 12.500 25.000	Patlet	100.000	0.02668
24	7-9-2-25 WPM	Enron	(7)(8) 100.000	Tempella	100.000	0.04670
25	8-9-2-25 WPM	Enron	(7)(8) 100.000	Tempella	100.000	0.02758
26	5-10-2-25 WPM	Enron Chauvco	93.750 (7)(10) 6.250	Crown	100.000	0.02541
27	12-10-2-25 WPM	Enron Chauvco	93.750 (7)(10) 6.250	Crown	100.000	0.04753
28	9-9-2-25 WPM	Enron	(7)(8) 100.000	Tempella	100.000	0.05808
29	10-9-2-25 WPM	Enron	(7)(8) 100.000	Tempella	100.000	0.01230
30	15-9-2-25 WPM	Enron	(7)(8) 100.000	Tempella	100.000	0.02303
31	16-9-2-25 WPM	Enron	(7)(8) 100.000	Tempella	100.000	0.03212
32	13-10-2-25 WPM	Enron Chauvco	93.750 (7)(10) 6.250	Crown	100.000	0.04606
33	14-10-2-25 WPM	Enron Poco Chauvco	68.750 25.000 (9)(10) 6.250	Crown	100.000	<u>0.01702</u>
						1.00000

Revision #2: Effective November 1, 1992  
Re: Payout of Well 14-10-2-25 WPM in Tract 33



ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE  
"UNIT AGREEMENT - WASKADA UNIT NO. 16"

NOTES:

- (1) TRACTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 16, 17 and 18 are subject to a non-convertible gross overriding royalty of 10% calculated on 37.5% of production payable to Lintus by Enron.
- (2) TRACTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 16, 17 and 18 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (5% min - 10% max) on oil, calculated on 25% of production payable to Santa Fe by Enron.
- (3) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 10% calculated on 20% of production payable to Lintus by Enron.
- (4) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to an non-convertible gross overriding royalty of 1/150th (4% to 8%) on oil, calculated on 25% of production payable to Santa Fe by Chauvco, Enron and Highridge.
- (5) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (min 4% - 8% max) on oil, calculated on 25% of production payable in equal shares to Pioneer and Brosco by Chauvco, Enron and Highridge.
- (6) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 1% calculated on 100% of production payable to Geodata by Chauvco, Enron and Highridge.
- (7) TRACTS 14, 19, 20, 24, 25, 26, 27, 28, 29, 30, 31 and 32 are subject to a non-convertible gross overriding royalty of 10% calculated on 50% of production payable to Poco by Enron.
- (8) TRACTS 14, 20, 24, 25, 28, 29, 30 and 31 are subject to a non-convertible gross overriding royalty of 1% calculated on 50% of production payable to Passant by Enron.
- (9) TRACT 33 - Poco elected to covert its GORR to a 25% working interest.
- (10) TRACTS 19, 26, 27, 32 and 33 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (4% to 8%) on oil, calculated on 18.75% of production payable to Santa Fe (50%), Pioneer (25%) and Brosco (25%) by Enron.

Revision #5: Effective as of November 1, 1992  
Re: Payout of Well 14-10-2-25 WPM in Tract 33.

## **LIST OF ABBREVIATIONS**

### **ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE "UNIT AGREEMENT - WASKADA UNIT NO. 16"**

<b><u>ABBREVIATION</u></b>	<b><u>MEANING</u></b>
Santa Fe	Santa Fe Energy Resources of Canada, Inc.
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Chauvco	Chauvco Resources Ltd.
Crown	Her Majesty the Queen, in the right of the Province of Manitoba
Enron	Enron Oil Canada Ltd.
Geodata	Geodata Exploration Services Ltd.
Highridge	Highridge Exploration Ltd.
Passant	William T. Passant
Patlet	Patlet Ventures Ltd.
Pioneer	Pioneer Energy Resources Limited
Lintus	Lintus Resources Limited
Tempella	Tempella Resources Ltd.
Poco	Poco Petroleums Ltd.

Revision #6: Effective as of November 1, 1992  
Re: Payout of Well 14-10-2-25 WPM in Tract 33

**EXHIBIT "D"**

**ATTACHED TO AND MADE PART OF  
"UNIT OPERATING AGREEMENT  
WASKADA UNIT NO. 16"**

**PARTICIPATIONS OF WORKING INTEREST OWNERS**

<u>Owner</u>	<u>Unit Participation (%)</u>
Chauvco Resources Ltd.	3.718
Enron Oil Canada Ltd.	90.302
Highridge Exploration Ltd.	5.554
Poco Petroleums Ltd.	0.426
	<hr/>
	100.000

Revision #5: Effective November 1, 1992  
Re: Payout of Well 14-10-2-25 WPM in Tract 33

EXHIBIT "A"

ATTACHED TO AND FORMING PART OF AN AGREEMENT ENTITLED  
"UNIT AGREEMENT - WASKADA UNIT NO. 16"

TRACTS AND TRACT PARTICIPATION

Tract Number	Land Description	WORKING INTERESTS		ROYALTY INTERESTS		
		Working Interest Owner	Share of Working Interest (%)	Royalty Interest Owner	Share of Royalty Interest (%)	Tract Participation Factor
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4	6-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.03320
5	11-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.02379
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10	16-5-2-25 WPM	Enron Chauvco Highridge	(3)(4)(5)(6) 62.500 12.500 25.000	Patlet	100.000	0.02028
11	13-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.03958
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13	15-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.02610
14	2-9-2-25 WPM	Enron	(7)(8) 100.000	Tempella	100.000	0.03397
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19	4-10-2-25 WPM	Enron Chauvco	93.750 (7)(10) 6.250	Crown	100.000	0.01452
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25	8-9-2-25 WPM	Enron	(7)(8) 100.000	Tempella	100.000	0.02758
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32	13-10-2-25 WPM	Enron Chauvco	93.750 (7)(10) 6.250	Crown	100.000	0.04606
33	14-10-2-25 WPM	Enron Poco Chauvco	68.750 25.000 (9)(10) 6.250	Crown	100.000	<u>0.01702</u>
						1.00000

Revision #2: Effective November 1, 1992  
Re: Payout of Well 14-10-2-25 WPM in Tract 33

ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE  
"UNIT AGREEMENT - WASKADA UNIT NO. 16"

NOTES:

- (1) TRACTS 1, 2, 3, 4, 5, 11, 12, 13, 16, 17 and 18 are subject to a non-convertible gross overriding royalty of 10% calculated on 37.5% of production payable to Lintus by Enron.
- (2) TRACTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 16, 17 and 18 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (5% min - 10% max) on oil, calculated on 25% of production payable to Santa Fe by Enron.
- (3) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 10% calculated on 20% of production payable to Lintus by Enron.
- (4) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to an non-convertible gross overriding royalty of 1/150th (4% to 8%) on oil, calculated on 25% of production payable to Santa Fe by Chauvco, Enron and Highridge.
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- (10) TRACTS 19, 26, 27, 32 and 33 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (4% to 8%) on oil, calculated on 18.75% of production payable to Santa Fe (50%), Pioneer (25%) and Brosco (25%) by Enron.

Revision #5: Effective as of November 1, 1992  
Re: Payout of Well 14-10-2-25 WPM in Tract 33.

## **LIST OF ABBREVIATIONS**

### **ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE "UNIT AGREEMENT - WASKADA UNIT NO. 16"**

<b><u>ABBREVIATION</u></b>	<b><u>MEANING</u></b>
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Highridge	Highridge Exploration Ltd.
Passant	William T. Passant
Patlet	Patlet Ventures Ltd.
Pioneer	Pioneer Energy Resources Limited
Lintus	Lintus Resources Limited
Tempella	Tempella Resources Ltd.
Poco	Poco Petroleums Ltd.

Revision #6: Effective as of November 1, 1992  
Re: Payout of Well 14-10-2-25 WPM in Tract 33



**EXHIBIT "D"**

**ATTACHED TO AND MADE PART OF  
"UNIT OPERATING AGREEMENT  
WASKADA UNIT NO. 16"**

**PARTICIPATIONS OF WORKING INTEREST OWNERS**

<u>Owner</u>	<u>Unit Participation (%)</u>
Chauvco Resources Ltd.	3.718
Enron Oil Canada Ltd.	90.302
Highridge Exploration Ltd.	5.554
Poco Petroleums Ltd.	0.426
	<hr/>
	100.000

Revision #5: Effective November 1, 1992  
Re: Payout of Well 14-10-2-25 WPM in Tract 33

8 February 1993

Manitoba Energy and Mines  
Attention: Mr. John Fox  
#555, 330 Graham Avenue  
Winnipeg, Manitoba  
R3C 4E3

~~Copy for Corbett~~ ✓  
F.I.E.:  
WASKADA  
LOWER STAIRWAY A  
POOL - WASKADA  
UNIT NO. 16 AGREEMENT

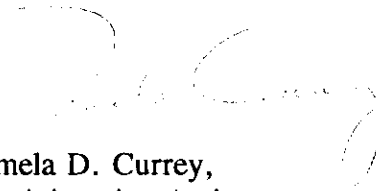
Dear Mr. Fox:

Subject: Waskada Unit No. 16  
Unit Agreement  
Revisions to Attachments to Exhibit "A"

Enron Oil Canada Ltd., as Operator of the Waskada Unit No. 16, has received notification that Adobe Resources Corporation assigned its interest in the above referenced Unit to Santa Fe Energy Resources of Canada, Inc. effective January 1, 1993. Therefore, enclosed for your records are revised copies of the Notes and List of Abbreviations which are attachments to Exhibit "A" of the Unit Agreement along with the signature page signed on behalf of Santa Fe to reflect this assignment.

Yours very truly,

**ENRON OIL CANADA LTD.**

  
Pamela D. Currey,  
Administrative Assistant

/pdc  
attach

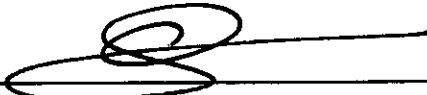
xc w/attach: All Working Interest Owners  
All Royalty Interest Owners  
EOC Land Department  
EOC Accounting Department

In Witness Whereof the Parties have executed this Agreement each on the date shown opposite its execution hereof.

DATE: January 22, 1993

**SANTA FE ENERGY RESOURCES OF CANADA, INC.**

PER: \_\_\_\_\_

  
A.A. HIGGINS, GEN. MAN.  
CANADIAN OPERATIONS

This is the execution page to an Agreement entitled  
"Unit Agreement - Waskada Unit No. 16"

**ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE  
"UNIT AGREEMENT - WASKADA UNIT NO. 16"**

**NOTES:**

- (1) TRACTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 16, 17 and 18 are subject to a non-convertible gross overriding royalty of 10% calculated on 37.5% of production payable to Lintus by Enron.
- (2) TRACTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 16, 17 and 18 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (5% min - 10% max) on oil, calculated on 25% of production payable to Santa Fe by Enron.
- (3) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 10% calculated on 20% of production payable to Lintus by Enron.
- (4) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to an non-convertible gross overriding royalty of 1/150th (4% to 8%) on oil, calculated on 25% of production payable to Santa Fe by Chauvco, Enron and Highridge.
- (5) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (min 4% - 8% max) on oil, calculated on 25% of production payable in equal shares to Pioneer and Brosco by Chauvco, Enron and Highridge.
- (6) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 1% calculated on 100% of production payable to Geodata by Chauvco, Enron and Highridge.
- (7) TRACTS 14, 19, 20, 24, 25, 26, 27, 28, 29, 30, 31 and 32 are subject to a non-convertible gross overriding royalty of 10% calculated on 50% of production payable to Poco by Enron.
- (8) TRACTS 14, 20, 24, 25, 28, 29, 30 and 31 are subject to a non-convertible gross overriding royalty of 1% calculated on 50% of production payable to Passant by Enron.
- (9) TRACT 33 is subject to a non-convertible gross overriding royalty of 10% calculated on 50% of production payable to Poco by Enron; convertible at payout to a 25% working interest.
- (10) TRACTS 19, 26, 27, 32 and 33 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (4% to 8%) on oil, calculated on 18.75% of production payable to Santa Fe (50%), Pioneer (25%), and Brosco (25%) by Enron.

Revision #4: Effective as of January 1, 1993

Re: Assignment of Interest from Adobe Resources Corporation to Santa Fe Energy Resources of Canada, Inc.

## **LIST OF ABBREVIATIONS**

### **ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE "UNIT AGREEMENT - WASKADA UNIT NO. 16"**

<b><u>ABBREVIATION</u></b>	<b><u>MEANING</u></b>
Santa Fe	Santa Fe Energy Resources of Canada, Inc.
Brosco	Brosco Fund Limited
Chauvco	Chauvco Resources Ltd.
Crown	Her Majesty the Queen, in the right of the Province of Manitoba
Enron	Enron Oil Canada Ltd.
Geodata	Geodata Exploration Services Ltd.
Highridge	Highridge Exploration Ltd.
Passant	William T. Passant
Patlet	Patlet Ventures Ltd.
Pioneer	Pioneer Energy Resources Limited
Lintus	Lintus Resources Limited
Tempella	Tempella Resources Ltd.
Poco	Poco Petroleums Ltd.

Revision #5: Effective as of January 1, 1993

Re: Assignment of Interest from Adobe Resources Corporation  
to Santa Fe Energy Resources of Canada, Inc.



**Santa Fe Energy Resources of Canada, Inc.**

**By Courier**

January 21, 1993

Enron Oil Canada Ltd.  
1300 - 700 - 9 Avenue S.W.  
Calgary, Alberta  
T2P 3V4

Attention: Ms. Pamela Currey  
Production Department

Gentlemen:

Re: Waskada Area, Manitoba  
Unit Agreement  
Waskada Unit No. 16  
Our File: Medora CN0036

Effective January 1, 1993, Santa Fe Energy Resources, Inc. successor in interest by merger with Adobe Resources Corporation, transferred and assigned all of its beneficial interest in, among other lands and interests, the subject Unit Agreement, to its wholly-owned subsidiary, Santa Fe Energy Resources of Canada, Inc. (Santa Fe). Enclosed for your record and file is a copy of the Certificate of Merger dated May 19, 1992.

In accordance with Article XII of the subject Unit Agreement, enclosed for your further handling are twelve (12) counterpart execution pages duly executed on behalf of Santa Fe.

Yours very truly,

**SANTA FE ENERGY RESOURCES OF CANADA, INC.**

D.R. Holding, P. Land  
Senior Land Consultant

DRH:sls  
Enclosures  
Consult\Adobe\Medora



Office of Secretary of State

---

I, MICHAEL RATCHFORD, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER OF "ADOBE RESOURCES CORPORATION" MERGING WITH AND INTO "SANTA FE ENERGY RESOURCES, INC." UNDER THE NAME OF "SANTA FE ENERGY RESOURCES, INC." AS RECEIVED AND FILED IN THIS OFFICE THE NINETEENTH DAY OF MAY, A.D. 1992, AT 11:21 O'CLOCK A.M.

.....



921405089

*Michael Ratchford*

SECRETARY OF STATE  
AUTHENTICATION:

\*3455178

DATE: 05/19/1992

## **CERTIFICATE OF MERGER**

**OF**

**ADOBE RESOURCES CORPORATION**

**WITH AND INTO**

**SANTA FE ENERGY RESOURCES, INC.**

**(Pursuant to Section 251 of the General Corporation  
Law of the State of Delaware)**

Santa Fe Energy Resources, Inc., a Delaware corporation (the "Corporation"), does hereby certify as follows:

- FIRST:** The Corporation's name is Santa Fe Energy Resources, Inc. and the Corporation is incorporated pursuant to the General Corporation Law of the State of Delaware. The Corporation proposes to merge with and have merged into it Adobe Resources Corporation, a corporation incorporated pursuant to the General Corporation Law of the State of Delaware ("Adobe").
- SECOND:** That an Agreement of Merger, dated December 10, 1991, as amended, was entered into between the Corporation and Adobe (the "Merger Agreement") and that such Merger Agreement was approved, adopted, certified, executed and acknowledged by each of the Corporation and Adobe in accordance with Section 251 of the General Corporation Law of the State of Delaware.
- THIRD:** That the surviving corporation shall be Santa Fe Energy Resources, Inc.
- FOURTH:** That the Restated Certificate of Incorporation of Santa Fe Energy Resources, Inc. shall continue after the merger as the certificate of incorporation of the surviving corporation without any amendments or changes to be effected by the merger.
- FIFTH:** That the Merger Agreement, as is on file at the principal place of business of the Corporation located at 1616 South Voss, Suite 1000, Houston, Texas 77057.
- SIXTH:** That a copy of the Merger Agreement will be furnished by the Corporation, on request and without cost, to any stockholder of the Corporation or Adobe.



IN WITNESS WHEREOF, the Corporation has caused its corporate seal to be affixed and this certificate to be signed by duly authorized officers, this 19 day of May ~~1992~~, 1992.

SANTA FE ENERGY RESOURCES, INC.

By: James L. Payne  
James L. Payne  
President

ATTEST:

By: Mark A. Older  
Mark A. Older  
Corporate Secretary

[SEAL]

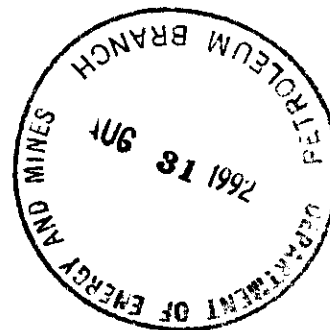
**ENRON  
Oil Canada Ltd.**

FILE: WASKADA UNIT NO. 16  
UNIT AGREEMENT

Tel: (403) 298-2600

26 August 1992

Manitoba Energy and Mines  
**Attention: Mr. John Fox**  
#555, 330 Graham Avenue  
Winnipeg, Manitoba  
R3C 4E3




Dear Mr. Fox:

**Subject: Waskada Unit No. 16  
Unit Agreement  
Revisions to Attachments to Exhibit "A"**

Enron Oil Canada Ltd., as Operator of the Waskada Unit No. 16, has been notified that Shell Canada Limited assigned its interest in the above referenced Unit to Lintus Resources Limited effective May 1, 1992. Therefore, enclosed for your records are revised copies of the Notes and List of Abbreviations which are attachments to Exhibit "A" of the Unit Agreement reflecting this change.

Yours very truly,

**ENRON OIL CANADA LTD.**

  
Pamela D. Currey,  
Administrative Assistant

/pdc  
attach

xc x/attach: All Working Interest Owners  
All Royalty Interest Owners  
EOC Land Department  
EOC Accounting Department

## **ASSIGNMENT AGREEMENT**

**THIS AGREEMENT** is made the 25th day of June, 1992,

### **BETWEEN:**

**SHELL CANADA LIMITED**, a body corporate, having an office in the City of Calgary, in the Province of Alberta

(hereinafter referred to as "Assignor")

- and -

**LINTUS RESOURCES LIMITED**, 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 a party or a successor in interest to a party to the agreement or agreements set out in Schedule "A" hereto (such agreement or agreements, including all amendments thereto, if any, hereinafter referred to as the "Agreement");

(B) Pursuant to an Agreement of Purchase and Sale dated the 3rd day of June, 1992, Assignor has agreed to convey to Assignee all of the right, title, estate and interest of Assignor in and to the 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 1st day of May, 1992 (hereinafter referred to as "Effective Date"), all of Assignor's right, title, estate and interest in and to the Agreement, to have and to hold the same for its sole use and benefit absolutely.

2. Assignee hereby accepts the assignment herein provided and covenants and agrees with Assignor to assume as of the Effective Date, and thereupon and thereafter to be bound by and observe, carry out and perform and fulfill all of the covenants, conditions, obligations and liabilities of Assignor under the Agreement, to the same extent and with the same force and effect as though Assignee had been named a party to the Agreement as of the Effective Date in the place and stead of Assignor.

3. The address of Assignee for notices under the Agreement shall be:

Lintus Resources Limited  
1506 Dome Tower  
333 - 7th Avenue S.W.  
Calgary, Alberta  
T2P 2Z1

ATTENTION: Land Department

4. The parties hereto shall, from time to time and at all times hereafter, without further consideration, do all such further acts and execute and deliver all such further documents as shall be reasonably required to give full effect to the provisions hereof.

5. This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective administrators, trustees, receivers, successors and assigns.

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

**SHELL CANADA LIMITED**

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

John T. D. Courtwright  
Assistant Secretary

**LINTUS RESOURCES LIMITED**

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

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

SCHEDULE "A" ATTACHED TO AND FORMING PART OF AN ASSIGNMENT AGREEMENT MADE THE 25TH DAY OF JUNE, 1992 BETWEEN SHELL CANADA LIMITED AS ASSIGNOR, LINTUS RESOURCES LIMITED AS ASSIGNEE

Agreement

Unit Agreement - Waskada Unit No. 16

1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within thirty (30) days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown below.

Date: June 25/92.

Signature: BZ Goodall

Company: Lindus Resources Limited.

Address: #1806 Dome Tower.

333 - 7 Ave S.W.

Calgary AB

T2P 2Z1

Execution Page forming part of the Unit Agreement - Waskada Unit No. 16

ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE  
"UNIT AGREEMENT - WASKADA UNIT NO. 16"

NOTES:

- (1) TRACTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 16, 17 and 18 are subject to a non-convertible gross overriding royalty of 10% calculated on 37.5% of production payable to Lintus by Enron.
- (2) TRACTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 16, 17 and 18 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (5% min - 10% max) on oil, calculated on 25% of production payable to Adobe by Enron.
- (3) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 10% calculated on 20% of production payable to Lintus by Enron.
- (4) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to an non-convertible gross overriding royalty of 1/150th (4% to 8%) on oil, calculated on 25% of production payable to Adobe by Chauvco, Enron and Highridge.
- (5) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (min 4% - 8% max) on oil, calculated on 25% of production payable in equal shares to Pioneer and Brosco by Chauvco, Enron and Highridge.
- (6) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 1% calculated on 100% of production payable to Geodata by Chauvco, Enron and Highridge.
- (7) TRACTS 14, 19, 20, 24, 25, 26, 27, 28, 29, 30, 31 and 32 are subject to a non-convertible gross overriding royalty of 10% calculated on 50% of production payable to Poco by Enron.
- (8) TRACTS 14, 20, 24, 25, 28, 29, 30 and 31 are subject to a non-convertible gross overriding royalty of 1% calculated on 50% of production payable to Passant by Enron.
- (9) TRACT 33 is subject to a non-convertible gross overriding royalty of 10% calculated on 50% of production payable to Poco by Enron; convertible at payout to a 25% working interest.
- (10) TRACTS 19, 26, 27, 32 and 33 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (4% to 8%) on oil, calculated on 18.75% of production payable to Adobe (50%), Pioneer (25%) and Brosco (25%) by Enron.

Revision #3: Effective as of May 1, 1992

Re: Assignment of Interest from Shell Canada Limited to Lintus Resources Limited

Page 4 of 5

## LIST OF ABBREVIATIONS

ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE  
"UNIT AGREEMENT - WASKADA UNIT NO. 16"

<u>ABBREVIATION</u>	<u>MEANING</u>
Adobe	Adobe Resources Corporation
Brosco	Brosco Fund Limited
Chauvco	Chauvco Resources Ltd.
Crown	Her Majesty the Queen, in the right of the Province of Manitoba
Enron	Enron Oil Canada Ltd.
Geodata	Geodata Exploration Services Ltd.
Highridge	Highridge Exploration Ltd.
Passant	William T. Passant
Patlet	Patlet Ventures Ltd.
Pioneer	Pioneer Energy Resources Limited
Lintus	Lintus Resources Limited
Tempella	Tempella Resources Ltd.
Poco	Poco Petroleums Ltd.

Revision #4: Effective as of May 1, 1992  
Re: Assignment of Interest from Shell Canada Limited  
to Lintus Resources Limited



1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within thirty (30) days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown below.

Date: June 25/92.

Signature: B. Z. Goodall

Company: Lindus Resources Limited.

Address: #1806 Dome Tower.

333 - 7 Ave S.W.

Calgary Alta

T2P 2Z1

**ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE  
"UNIT AGREEMENT - WASKADA UNIT NO. 16"**

**NOTES:**

- (1) TRACTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 16, 17 and 18 are subject to a non-convertible gross overriding royalty of 10% calculated on 37.5% of production payable to Lintus by Enron.
- (2) TRACTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 16, 17 and 18 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (5% min - 10% max) on oil, calculated on 25% of production payable to Adobe by Enron.
- (3) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 10% calculated on 20% of production payable to Lintus by Enron.
- (4) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to an non-convertible gross overriding royalty of 1/150th (4% to 8%) on oil, calculated on 25% of production payable to Adobe by Chauvco, Enron and Highridge.
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- (6) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 1% calculated on 100% of production payable to Geodata by Chauvco, Enron and Highridge.
- (7) TRACTS 14, 19, 20, 24, 25, 26, 27, 28, 29, 30, 31 and 32 are subject to a non-convertible gross overriding royalty of 10% calculated on 50% of production payable to Poco by Enron.
- (8) TRACTS 14, 20, 24, 25, 28, 29, 30 and 31 are subject to a non-convertible gross overriding royalty of 1% calculated on 50% of production payable to Passant by Enron.
- (9) TRACT 33 is subject to a non-convertible gross overriding royalty of 10% calculated on 50% of production payable to Poco by Enron; convertible at payout to a 25% working interest.
- (10) TRACTS 19, 26, 27, 32 and 33 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (4% to 8%) on oil, calculated on 18.75% of production payable to Adobe (50%), Pioneer (25%) and Brosco (25%) by Enron.

Revision #3: Effective as of May 1, 1992

Re: Assignment of Interest from Shell Canada Limited to Lintus Resources Limited

## LIST OF ABBREVIATIONS

### ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE "UNIT AGREEMENT - WASKADA UNIT NO. 16"

<u>ABBREVIATION</u>	<u>MEANING</u>
Adobe	Adobe Resources Corporation
Brosco	Brosco Fund Limited
Chauvco	Chauvco Resources Ltd.
Crown	Her Majesty the Queen, in the right of the Province of Manitoba
Enron	Enron Oil Canada Ltd.
Geodata	Geodata Exploration Services Ltd.
Highridge	Highridge Exploration Ltd.
Passant	William T. Passant
Patlet	Patlet Ventures Ltd.
Pioneer	Pioneer Energy Resources Limited
Lintus	Lintus Resources Limited
Tempella	Tempella Resources Ltd.
Poco	Poco Petroleums Ltd.

Revision #4: Effective as of May 1, 1992

Re: Assignment of Interest from Shell Canada Limited  
to Lintus Resources Limited

1504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this agreement within thirty (30) days thereafter.

IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown below.

Date: June 25/92.

Signature: BZ Goodall.

Company: Lindus Resources Limited.

Address: #1806 Dome Tower.

333 - 7 Ave S.W.

Calgary Alta

T2P 2Z1

Execution Page forming part of the Unit Agreement - Waskada Unit No. 16

**ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE  
"UNIT AGREEMENT - WASKADA UNIT NO. 16"**

**NOTES:**

- (1) TRACTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 16, 17 and 18 are subject to a non-convertible gross overriding royalty of 10% calculated on 37.5% of production payable to Lintus by Enron.
- (2) TRACTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 16, 17 and 18 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (5% min - 10% max) on oil, calculated on 25% of production payable to Adobe by Enron.
- (3) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 10% calculated on 20% of production payable to Lintus by Enron.
- (4) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to an non-convertible gross overriding royalty of 1/150th (4% to 8%) on oil, calculated on 25% of production payable to Adobe by Chauvco, Enron and Highridge.
- (5) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (min 4% - 8% max) on oil, calculated on 25% of production payable in equal shares to Pioneer and Brosco by Chauvco, Enron and Highridge.
- (6) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 1% calculated on 100% of production payable to Geodata by Chauvco, Enron and Highridge.
- (7) TRACTS 14, 19, 20, 24, 25, 26, 27, 28, 29, 30, 31 and 32 are subject to a non-convertible gross overriding royalty of 10% calculated on 50% of production payable to Poco by Enron.
- (8) TRACTS 14, 20, 24, 25, 28, 29, 30 and 31 are subject to a non-convertible gross overriding royalty of 1% calculated on 50% of production payable to Passant by Enron.
- (9) TRACT 33 is subject to a non-convertible gross overriding royalty of 10% calculated on 50% of production payable to Poco by Enron; convertible at payout to a 25% working interest.
- (10) TRACTS 19, 26, 27, 32 and 33 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (4% to 8%) on oil, calculated on 18.75% of production payable to Adobe (50%), Pioneer (25%) and Brosco (25%) by Enron.

Revision #3: Effective as of May 1, 1992

Re: Assignment of Interest from Shell Canada Limited to Lintus Resources Limited

Page 4 of 5

## LIST OF ABBREVIATIONS

ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE  
"UNIT AGREEMENT - WASKADA UNIT NO. 16"

<u>ABBREVIATION</u>	<u>MEANING</u>
Adobe	Adobe Resources Corporation
Brosco	Brosco Fund Limited
Chauvco	Chauvco Resources Ltd.
Crown	Her Majesty the Queen, in the right of the Province of Manitoba
Enron	Enron Oil Canada Ltd.
Geodata	Geodata Exploration Services Ltd.
Highridge	Highridge Exploration Ltd.
Passant	William T. Passant
Patlet	Patlet Ventures Ltd.
Pioneer	Pioneer Energy Resources Limited
Lintus	Lintus Resources Limited
Tempella	Tempella Resources Ltd.
Poco	Poco Petroleums Ltd.

Revision #4: Effective as of May 1, 1992  
Re: Assignment of Interest from Shell Canada Limited  
to Lintus Resources Limited

27 August 1992

Manitoba Energy and Mines  
**Attention: Mr. John Fox**  
#555, 330 Graham Avenue  
Winnipeg, Manitoba  
R3C 4E3

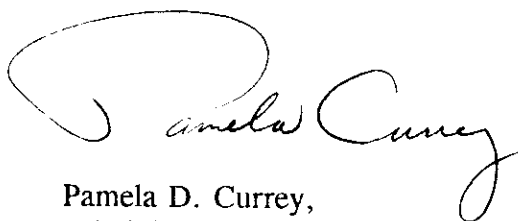
Dear Mr. Fox:

**Subject: Waskada Unit No. 17  
Unit Agreement  
Revisions to Attachments to Exhibit "A"**

Enron Oil Canada Ltd., as Operator of the Waskada Unit No. 17, has been notified that Shell Canada Limited assigned its interest in the above referenced Unit to Lintus Resources Limited effective May 1, 1992. Therefore, enclosed for your records are revised copies of the Notes and List of Abbreviations which are attachments to Exhibit "A" of the Unit Agreement reflecting this change.

Yours very truly,

**ENRON OIL CANADA LTD.**



Pamela D. Currey,  
Administrative Assistant

/pdc  
attach

xc w/attach: All Working Interest Owners  
All Royalty Interest Owners  
EOC Land Department  
EOC Accounting Department

## **ASSIGNMENT AGREEMENT**

**THIS AGREEMENT** is made the 25th day of June, 1992,

**BETWEEN:**

**SHELL CANADA LIMITED**, a body corporate, having an office in the City of Calgary, in the Province of Alberta

(hereinafter referred to as "Assignor")

- and -

**LINTUS RESOURCES LIMITED**, 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 a party or a successor in interest to a party to the agreement or agreements set out in Schedule "A" hereto (such agreement or agreements, including all amendments thereto, if any, hereinafter referred to as the "Agreement");

(B) Pursuant to an Agreement of Purchase and Sale dated the 3rd day of June, 1992 Assignor has agreed to convey to Assignee all of the right, title, estate and interest of Assignor in and to the 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 1st day of May, 1992 (hereinafter referred to as "Effective Date"), all of Assignor's right, title, estate and interest in and to the Agreement, to have and to hold the same for its sole use and benefit absolutely.



2. Assignee hereby accepts the assignment herein provided and covenants and agrees with Assignor to assume as of the Effective Date, and thereupon and thereafter to be bound by and observe, carry out and perform and fulfill all of the covenants, conditions, obligations and liabilities of Assignor under the Agreement, to the same extent and with the same force and effect as though Assignee had been named a party to the Agreement as of the Effective Date in the place and stead of Assignor.

3. The address of Assignee for notices under the Agreement shall be:

Lintus Resources Limited  
1506 Dome Tower  
333 - 7th Avenue S.W.  
Calgary, Alberta  
T2P 2Z1  
ATTENTION: Land Department

4. The parties hereto shall, from time to time and at all times hereafter, without further consideration, do all such further acts and execute and deliver all such further documents as shall be reasonably required to give full effect to the provisions hereof.

5. This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective administrators, trustees, receivers, successors and assigns.

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

**SHELL CANADA LIMITED**

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

John T. D. Courtright  
Assistant Secretary

**LINTUS RESOURCES LIMITED**

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

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

SCHEDULE "A" ATTACHED TO AND FORMING PART OF AN ASSIGNMENT AGREEMENT MADE THE 25TH DAY OF JUNE, 1992 BETWEEN SHELL CANADA LIMITED AS ASSIGNOR, LINTUS RESOURCES LIMITED AS ASSIGNEE

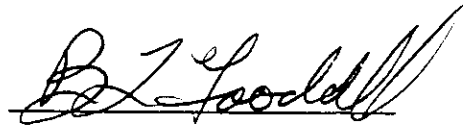
Agreement

Unit Agreement - Waskada Unit No. 17

IN WITNESS WHEREOF the Parties have executed this Agreement each on the date shown opposite its execution hereof.

Date: June 25/12.

LINTUS RESOURCES LIMITED

A handwritten signature in black ink, appearing to read "B. Z. Goodall", written over a horizontal line.

This is the execution page to an agreement entitled "Unit Agreement - Waskada Unit No. 17"

**ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE  
"UNIT AGREEMENT - WASKADA UNIT NO. 17"**

**NOTES:**

- (1) Tracts 1, 2, 3 are subject to a non-convertible gross overriding royalty of 10% calculated on 20% of production payable to Lintus by Enron.
- (2) Tracts 1, 2, 3 are subject to a non-convertible sliding scale royalty of 1/150th, 4% - 8% on oil, calculated on 25% of production payable to Adobe by Chauvco and Highridge.
- (3) Tracts 1, 2, 3 are subject to a non-convertible sliding scale royalty of 1/150th, 4% - 8% on oil, calculated on 25% of production payable in equal shares to Pioneer and Brosco by Chauvco and Highridge.
- (4) Tracts 1, 2, 3 are subject to a non-convertible gross overriding royalty of 1% calculated on 100% of production payable to Geodata by Chauvco and Highridge.
- (5) Tract 2: Highridge's working interest in Tract 2 is subject to a 300% non-consent penalty to be recovered by Enron. Upon penalty recovery Tract 2 working interests shall be Enron (50%), Highridge (37.50%) and Chauvco (12.50%).
- (6) Tract 3: A portion of Highridge's working interest in Tract 3 is subject to a 300% non-consent penalty to be recovered by Enron. Upon penalty recovery Tract 3 working interests shall be Enron (50%), Highridge (37.50%) and Chauvco (12.50%).
- (7) Tracts 6, 7, 12 are subject to a non-convertible gross overriding royalty of 10% calculated on 50% of production payable to Poco by Enron.
- (8) Tracts 6, 7, 12 are subject to a non-convertible sliding scale royalty of 1/150th, 4% - 8% on oil, calculated on 18.75% of production payable to Adobe (50%), Pioneer (25%) and Brosco (25%) by Enron.
- (9) Tracts 6, 7, 12 are subject to a non-convertible sliding scale royalty of 1/150th, 4% - 8% on oil, calculated on 50% of production payable to Tundra (50%) and Adobe (50%) by Chauvco.
- (10) Tracts 18, 21 are subject to a non-convertible gross overriding royalty of 10% calculated on 50% of production payable to Poco by Enron.
- (11) Tracts 18, 19, 20, 21 are subject to a non-convertible gross overriding royalty of 1% calculated on 50% of production payable to Passant by Enron and Palliser.
- (12) Tract 19 is subject to a non-convertible sliding scale royalty of 1/150th, 5% - 15% on oil, calculated on 100% of production payable to Poco by Enron and Palliser.
- (13) Tract 21: Palliser's working interest in Tract 21 is subject to a 300% non-consent penalty to be recovered by Enron. Upon penalty recovery Tract 21 working interests shall be Enron (75%) and Palliser (25%).

Revision #4: Effective as of May 1, 1992

Assignment of Interest from Shell Canada Limited to Lintus Resources Limited

**LIST OF ABBREVIATIONS  
ATTACHED TO AND FORMING PART OF  
EXHIBIT "A" OF THE  
"UNIT AGREEMENT - WASKADA UNIT NO. 17"**

<b><u>Abbreviation</u></b>	<b><u>Meaning</u></b>
Chauvco	Chauvco Resources Ltd.
Crown	Her Majesty the Queen, in the right of the Province of Manitoba
Enron	Enron Oil Canada Ltd.
Highridge	Highridge Exploration Ltd.
Poco	Poco Petroleums Ltd.
Palliser	Palliser Energy Inc.
Patlet	Patlet Ventures Ltd.
Tempella	Tempella Resources Ltd.
Nelson	Nelson Oils Limited
60145	60145 Manitoba Ltd.
IVMH	I.V.M.H. Inc.
Lintus	Lintus Resources Limited
Adobe	Adobe Resources Corporation
Pioneer	Pioneer Energy Resources Limited
Brosco	Brosco Fund Limited
Geodata	Geodata Ltd.
Tundra	Tundra Oil and Gas Ltd.
Passant	William T. Passant

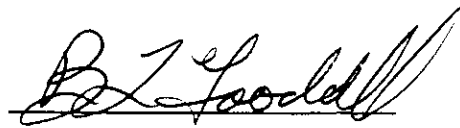
Revision #4: Effective as of May 1, 1992

Assignment of Interest from Shell Canada Limited to Lintus Resources Limited

IN WITNESS WHEREOF the Parties have executed this Agreement each on the date shown opposite its execution hereof.

Date: June 25/92.

LINTUS RESOURCES LIMITED

A handwritten signature in black ink, appearing to read "B. Z. Goodall", written over a horizontal line.

This is the execution page to an agreement entitled "Unit Agreement - Waskada Unit No. 17"

**ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE  
"UNIT AGREEMENT - WASKADA UNIT NO. 17"**

**NOTES:**

- (1) Tracts 1, 2, 3 are subject to a non-convertible gross overriding royalty of 10% calculated on 20% of production payable to Lintus by Enron.
- (2) Tracts 1, 2, 3 are subject to a non-convertible sliding scale royalty of 1/150th, 4% - 8% on oil, calculated on 25% of production payable to Adobe by Chauvco and Highridge.
- (3) Tracts 1, 2, 3 are subject to a non-convertible sliding scale royalty of 1/150th, 4% - 8% on oil, calculated on 25% of production payable in equal shares to Pioneer and Brosco by Chauvco and Highridge.
- (4) Tracts 1, 2, 3 are subject to a non-convertible gross overriding royalty of 1% calculated on 100% of production payable to Geodata by Chauvco and Highridge.
- (5) Tract 2: Highridge's working interest in Tract 2 is subject to a 300% non-consent penalty to be recovered by Enron. Upon penalty recovery Tract 2 working interests shall be Enron (50%), Highridge (37.50%) and Chauvco (12.50%).
- (6) Tract 3: A portion of Highridge's working interest in Tract 3 is subject to a 300% non-consent penalty to be recovered by Enron. Upon penalty recovery Tract 3 working interests shall be Enron (50%), Highridge (37.50%) and Chauvco (12.50%).
- (7) Tracts 6, 7, 12 are subject to a non-convertible gross overriding royalty of 10% calculated on 50% of production payable to Poco by Enron.
- (8) Tracts 6, 7, 12 are subject to a non-convertible sliding scale royalty of 1/150th, 4% - 8% on oil, calculated on 18.75% of production payable to Adobe (50%), Pioneer (25%) and Brosco (25%) by Enron.
- (9) Tracts 6, 7, 12 are subject to a non-convertible sliding scale royalty of 1/150th, 4% - 8% on oil, calculated on 50% of production payable to Tundra (50%) and Adobe (50%) by Chauvco.
- (10) Tracts 18, 21 are subject to a non-convertible gross overriding royalty of 10% calculated on 50% of production payable to Poco by Enron.
- (11) Tracts 18, 19, 20, 21 are subject to a non-convertible gross overriding royalty of 1% calculated on 50% of production payable to Passant by Enron and Palliser.
- (12) Tract 19 is subject to a non-convertible sliding scale royalty of 1/150th, 5% - 15% on oil, calculated on 100% of production payable to Poco by Enron and Palliser.
- (13) Tract 21: Palliser's working interest in Tract 21 is subject to a 300% non-consent penalty to be recovered by Enron. Upon penalty recovery Tract 21 working interests shall be Enron (75%) and Palliser (25%).

Revision #4: Effective as of May 1, 1992

Assignment of Interest from Shell Canada Limited to Lintus Resources Limited

**LIST OF ABBREVIATIONS  
ATTACHED TO AND FORMING PART OF  
EXHIBIT "A" OF THE  
"UNIT AGREEMENT - WASKADA UNIT NO. 17"**

<b><u>Abbreviation</u></b>	<b><u>Meaning</u></b>
Chauvco	Chauvco Resources Ltd.
Crown	Her Majesty the Queen, in the right of the Province of Manitoba
Enron	Enron Oil Canada Ltd.
Highridge	Highridge Exploration Ltd.
Poco	Poco Petroleum Ltd.
Palliser	Palliser Energy Inc.
Patlet	Patlet Ventures Ltd.
Tempella	Tempella Resources Ltd.
Nelson	Nelson Oils Limited
60145	60145 Manitoba Ltd.
IVMH	I.V.M.H. Inc.
Lintus	Lintus Resources Limited
Adobe	Adobe Resources Corporation
Pioneer	Pioneer Energy Resources Limited
Brosco	Brosco Fund Limited
Geodata	Geodata Ltd.
Tundra	Tundra Oil and Gas Ltd.
Passant	William T. Passant

Revision #4: Effective as of May 1, 1992

Assignment of Interest from Shell Canada Limited to Lintus Resources Limited



2 March 1992

Manitoba Energy and Mines  
Attention: Mr. John Fox  
#555, 330 Graham Avenue  
Winnipeg, Manitoba  
R3C 4E3

copy for SUE  
file original  
in Waskada  
unit No. 16 - Unit  
Agreement

Dear Mr. Fox:

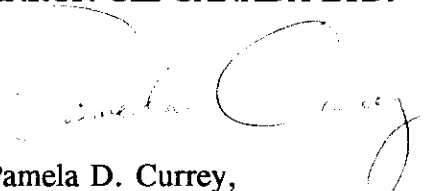
Subject: **Waskada Unit No. 16**  
**Unit Agreement**  
**Revisions to Exhibit "A"**

On February 4, 1992, Poco Petroleums Ltd. gave Notification of Amalgamation with its subsidiaries (Voyager Energy Inc.). Therefore in accordance with Clause 1201 of the Unit Agreement, enclosed herewith are copies of the signatory page and revised Pages 4 and 5 of Exhibit "A" recognizing Poco as a Party to the above referenced Agreement. Effective Date for the revisions is March 1, 1992.

Should you have any questions regarding these revisions, please contact the undersigned at your convenience.

Yours very truly,

**ENRON OIL CANADA LTD.**

  
Pamela D. Currey,  
Administrative Assistant



/pdc  
attach

xc w/attach: Royalty Interest Owners  
EOC Land Department  
EOC Accounting Department

.504. Notice to Royalty Owners

The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this Agreement within thirty (30) days thereafter.

IN WITNESS WHEREOF the Parties have executed this Agreement each on the date shown opposite its execution hereof.

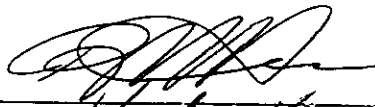
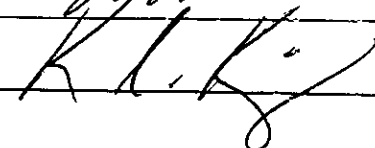
Date: February 18, 1992

Signature:

Signature:

Company:

Address:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
POCO PETROLEUMS LTD.

\_\_\_\_\_  
3500, 250 - 6th Avenue S.W.  
\_\_\_\_\_  
P.O. Box 4365, Station "C" (T2T 5N2)  
Calgary, Alberta  
T2P 3H7

Unit Agreement - Waskada Unit No. 16

**ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE  
"UNIT AGREEMENT - WASKADA UNIT NO. 16"**

**NOTES:**

- (1) TRACTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 16, 17 and 18 are subject to a non-convertible gross overriding royalty of 10% calculated on 37.5% of production payable to Shell by Enron.
- (2) TRACTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 16, 17 and 18 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (5% min - 10% max) on oil, calculated on 25% of production payable to Adobe by Enron.
- (3) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 10% calculated on 20% of production payable to Shell by Enron.
- (4) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to an non-convertible gross overriding royalty of 1/150th (4% to 8%) on oil, calculated on 25% of production payable to Adobe by Chauvco, Enron and Highridge.
- (5) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (min 4% - 8% max) on oil, calculated on 25% of production payable in equal shares to Pioneer and Brosco by Chauvco, Enron and Highridge.
- (6) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 1% calculated on 100% of production payable to Geodata by Chauvco, Enron and Highridge.
- (7) TRACTS 14, 19, 20, 24, 25, 26, 27, 28, 29, 30, 31 and 32 are subject to a non-convertible gross overriding royalty of 10% calculated on 50% of production payable to Poco by Enron.
- (8) TRACTS 14, 20, 24, 25, 28, 29, 30 and 31 are subject to a non-convertible gross overriding royalty of 1% calculated on 50% of production payable to Passant by Enron.
- (9) TRACT 33 is subject to a non-convertible gross overriding royalty of 10% calculated on 50% of production payable to Poco by Enron; convertible at payout to a 25% working interest.
- (10) TRACTS 19, 26, 27, 32 and 33 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (4% to 8%) on oil, calculated on 18.75% of production payable to Adobe (50%), Pioneer (25%) and Brosco (25%) by Enron.

Revision #2: Effective March 1, 1992  
Re: Voyager amalgamation with Poco

## LIST OF ABBREVIATIONS

ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE  
"UNIT AGREEMENT - WASKADA UNIT NO. 16"

<u>ABBREVIATION</u>	<u>MEANING</u>
Adobe	Adobe Resources Corporation
Brosco	Brosco Fund Limited
Chauvco	Chauvco Resources Ltd.
Crown	Her Majesty the Queen, in the right of the Province of Manitoba
Enron	Enron Oil Canada Ltd.
Geodata	Geodata Exploration Services Ltd.
Highridge	Highridge Exploration Ltd.
Passant	William T. Passant
Patlet	Patlet Ventures Ltd.
Pioneer	Pioneer Energy Resources Limited
Shell	Shell Canada Limited
Tempella	Tempella Resources Ltd.
Poco	Poco Petroleums Ltd.

Revision #3: Effective March 1, 1992  
Re: Voyager amalgamation with Poco



Poco Petroleum Ltd.

POCO PETROLEUMS LTD.

POC (TSE, ME, ASE)

**NEWS RELEASE**  
**FOR IMMEDIATE RELEASE**  
Tuesday, January 7, 1992

Calgary - Poco Petroleum Ltd. announced that, effective January 1, 1992, it amalgamated with its wholly-owned subsidiary corporations :

Bonanza Energy (1989) Ltd.  
Bonanza Oil & Gas Ltd.  
Central Explorers Inc.  
Poco Acquisition Corp.  
Voyager Energy Inc.

The amalgamated company will continue operations under the name Poco Petroleum Ltd.

- 30 -

For further information please contact:

Bill Crossley  
Vice President and  
Chief Financial Officer  
(403) 260-8028

## MEMORANDUM

Date: January 7, 1992

To: All Staff  
From: Kevan King  
Subject: Amalgamation of Subsidiary Companies

---

Effective 12:00 p.m. (noon) on January 1, 1992 the following subsidiary companies were amalgamated with Poco Petroleums Ltd.:


Bonanza Energy (1989) Ltd.  
Bonanza Oil & Gas Ltd.  
Central Explorers Inc.  
Poco Acquisition Corp.  
Voyager Energy Inc.

The company will continue its operations under the name of **POCO PETROLEUMS LTD.** The business of all of the previous subsidiary companies should now only be conducted under the name Poco Petroleums Ltd.

The name on all agreements, contracts or other documents between any of the subsidiary companies and other third parties should be changed to Poco Petroleums Ltd. This should be accomplished by sending a copy of the Certificate of Amalgamation to the other parties to the agreement advising them of the change in corporate structure. Due to the manner in which the change was accomplished, assignment documentation should not be necessary. Attached is a copy of the Certificate of Amalgamation and the first page of the Articles of Amalgamation for your use. If you require notarially certified copies of these documents, please let me know.

We should no longer use letterhead of the subsidiary companies or execute anything dated after December 31, 1991 in the name of those companies.

If you have any further questions or comments concerning this transaction, please do not hesitate to give me a call.



Kevan



20514141

Corporate Access No.

BUSINESS CORPORATIONS ACT

Form 10

**CERTIFICATE OF AMALGAMATION**

- POCO PETROLEUMS LTD. -

Name of Corporation

I HEREBY CERTIFY THAT THE ABOVE-MENTIONED CORPORATION RESULTED FROM THE  
AMALGAMATION OF THE CORPORATIONS AS SET OUT IN THE ATTACHED ARTICLES OF  
AMALGAMATION.

Registrar of Corporations



January 1, 1992 12:00 noon

Date of Amalgamation

/tml



RECEIVED

DEC 24 1991

CONSUMER AND  
CORPORATE AFFAIRS  
PROVINCE OF ALBERTACORPORATIONS ACT  
(SECTION 179)

FORM 9

## ARTICLES OF AMALGAMATION

1. NAME OF AMALGAMATED CORPORATION

POCO PETROLEUMS LTD.

2. CORPORATE ACCESS NO.

20514141

3. THE CLASSES AND ANY MAXIMUM NUMBER OF SHARES THAT THE CORPORATION IS AUTHORIZED TO ISSUE.

The annexed Schedule "A" is incorporated in this form.

FILED

JAN - 1 1992

Registrar of Corporations  
Province of Alberta

4. RESTRICTIONS IF ANY ON SHARE TRANSFERS.

None

5. NUMBER (OR MINIMUM AND MAXIMUM NUMBER) OF DIRECTORS.

The board of directors shall consist of not less than two and not more than  
eleven.

6. RESTRICTIONS IF ANY ON BUSINESS THE CORPORATION MAY CARRY ON.

None

7. OTHER PROVISIONS IF ANY.

The Directors of the Corporation may, between Annual General Meetings, appoint one or more additional Directors of the Corporation to serve until the next Annual General Meeting, but the number of additional Directors shall not at any time exceed one-third of the number of Directors who held office at the expiration of the last Annual General Meeting of the Corp.

8. NAME OF AMALGAMATING CORPORATIONS.

CORPORATE ACCESS NO.

Poco Petroleum Ltd.  
Bonanza Oil & Gas Ltd.  
Bonanza Energy (1989) Ltd.  
Central Explorers Inc.  
Poco Acquisition Corp.  
Voyager Energy Inc.

20203931  
20305068  
20367319  
20392615  
20277254  
20413930

9.

DATE

Dec. 31, 1991

SIGNATURE

KEVAN S. KING

TITLE

General Counsel &amp; Secretary

FOR DEPARTMENTAL USE ONLY

FILED

Client requested filed date



**ENRON**  
**Oil Canada Ltd.**

---

24 October 1990

The Province of Manitoba  
The Oil and Natural Gas  
Conservation Board  
Room 309, Legislative Building  
Winnipeg, Manitoba  
R3C 0V8

Attention: Mr. L.R. Dubreuil

Dear Sir:

Re: **Waskada Unit No. 16**  
**Unit & Unit Operating Agreements**

Enclosed herewith are copies of the following revisions made to the Unit and Unit Operating Agreements for the Waskada Unit No. 16.

Effective January 1, 1990 Enron Oil Canada Ltd. acquired Audax Gas & Oil Ltd.'s interest in Unit No. 16. Therefore revisions to Exhibit "A", the Abbreviation Page attached to Exhibit "A" and Exhibit "D" reflect this change. Revision #1 to Page 12 of Exhibit "F" of the Unit Operating Agreement indicates the inclusion of the definition for the 15-9 Battery Facilities and overhead charges to be applied.

Should you have any questions regarding these revisions, please contact the undersigned at your convenience.

Yours very truly,

ENRON OIL CANADA LTD.



C.R. Haywood,  
Manager, Economics & Planning

CRH:pdc  
attach



EXHIBIT "A"

ATTACHED TO AND FORMING PART OF AN AGREEMENT ENTITLED  
"UNIT AGREEMENT" - WASKADA UNIT NO. 16"

TRACTS AND TRACT PARTICIPATION

Tract Number	Land Description	WORKING INTERESTS		ROYALTY INTERESTS		
		Working Interest Owner	Share of Working Interest (%)	Royalty Interest Owner	Share of Royalty Interest (%)	Tract Participation Factor
1	3-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.01903
2	4-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.03351
3	5-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.05135
4	6-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.03320
5	11-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.02379
6	12-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.02786
7	9-5-2-25 WPM	Enron Chauvco Highridge	62.500 (3)(4)(5)(6) 12.500 25.000	Patlet	100.000	0.04892
8	10-5-2-25 WPM	Enron Chauvco Highridge	62.500 (3)(4)(5)(6) 12.500 25.000	Patlet	100.000	0.01255

9	15-5-2-25 WPM	Enron Chauvco Highridge	(3)(4)(5)(6) 62.500 12.500 25.000	Patlet	100.000	0.01260
10	16-5-2-25 WPM	Enron Chauvco Highridge	(3)(4)(5)(6) 62.500 12.500 25.000	Patlet	100.000	0.02028
11	13-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.03958
12	14-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.02911
13	15-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.02610
14	2-9-2-25 WPM	Enron	(7)(8) 100.000	Tempella	100.000	0.03397
15	4-9-2-25 WPM	Enron Chauvco Highridge	(3)(4)(5)(6) 62.500 12.500 25.000	Patlet	100.000	0.03107
16	9-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.02040
17	10-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.03349
18	16-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.02951
19	4-10-2-25 WPM	Enron Chauvco	93.750 (7)(10) 6.250	Crown	100.000	0.01452
20	1-9-2-25 WPM	Enron	(7)(8) 100.000	Tempella	100.000	0.02659
21	3-9-2-25 WPM	Enron Chauvco Highridge	(3)(4)(5)(6) 62.500 12.500 25.000	Patlet	100.000	0.04839
22	5-9-2-25 WPM	Enron Chauvco Highridge	(3)(4)(5)(6) 62.500 12.500 25.000	Patlet	100.000	0.02167

23	6-9-2-25 WPM	Enron Chauvco Highridge	(3)(4)(5)(6)	62.500 12.500 25.000	Patlet	100.000	0.02668
24	7-9-2-25 WPM	Enron	(7)(8)	100.000	Tempella	100.000	0.04670
25	8-9-2-25 WPM	Enron	(7)(8)	100.000	Tempella	100.000	0.02758
26	5-10-2-25 WPM	Enron Chauvco	93.750 (7)(10)	6.250	Crown	100.000	0.02541
27	12-10-2-25 WPM	Enron Chauvco	93.750 (7)(10)	6.250	Crown	100.000	0.04753
28	9-9-2-25 WPM	Enron	(7)(8)	100.000	Tempella	100.000	0.05808
29	10-9-2-25 WPM	Enron	(7)(8)	100.000	Tempella	100.000	0.01230
30	15-9-2-25 WPM	Enron	(7)(8)	100.000	Tempella	100.000	0.02303
31	16-9-2-25 WPM	Enron	(7)(8)	100.000	Tempella	100.000	0.03212
32	13-10-2-25 WPM	Enron Chauvco	93.750 (7)(10)	6.250	Crown	100.000	0.04606
33	14-10-2-25 WPM	Enron Chauvco	93.750 (9)(10)	6.250	Crown	100.000	<u>0.01702</u>
							100.00000

ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE  
"UNIT AGREEMENT - WASKADA UNIT NO. 16"

**NOTES:**

- (1) TRACTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 16, 17 and 18 are subject to a non-convertible gross overriding royalty of 10% calculated on 37.5% of production payable to Shell by Enron.
- (2) TRACTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 16, 17 and 18 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (5% min - 10% max) on oil, calculated on 25% of production payable to Adobe by Enron.
- (3) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 10% calculated on 20% of production payable to Shell by Enron.
- (4) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 1/150th (4% to 8%) on oil, calculated on 25% of production payable to Adobe by Chauvco, Enron and Highridge.
- (5) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (min 4% - 8% max) on oil, calculated on 25% of production payable in equal shares to Pioneer and Brosco by Chauvco, Enron and Highridge.
- (6) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 1% calculated on 100% of production payable to Geodata by Chauvco, Enron and Highridge.
- (7) TRACTS 14, 19, 20, 24, 25, 26, 27, 28, 29, 30, 31 and 32 are subject to a non-convertible gross overriding royalty of 10% calculated on 50% of production payable to Voyager by Enron.
- (8) TRACTS 14, 20, 24, 25, 28, 29, 30 and 31 are subject to a non-convertible gross overriding royalty of 1% calculated on 50% of production payable to Passant by Enron.
- (9) TRACT 33 is subject to a non-convertible gross overriding royalty of 10% calculated on 50% of production payable to Voyager by Enron; convertible at payout to a 25% working interest.
- (10) TRACTS 19, 26, 27, 32 and 33 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (4% to 8%) on oil, calculated on 18.75% of production payable to Adobe (50%), Pioneer (25%) and Brosco (25%) by Enron.

## **LIST OF ABBREVIATIONS**

**ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE  
"UNIT AGREEMENT - WASKADA UNIT NO. 16"**

<b><u>ABBREVIATION</u></b>	<b><u>MEANING</u></b>
Adobe	Adobe Resources Corporation
Brosco	Brosco Fund Limited
Chauvco	Chauvco Resources Ltd.
Crown	Her Majesty the Queen, in the right of the Province of Manitoba
Enron	Enron Oil Canada Ltd.
Geodata	Geodata Exploration Services Ltd.
Highridge	Highridge Exploration Ltd.
Passant	William T. Passant
Patlet	Patlet Ventures Ltd.
Pioneer	Pioneer Energy Resources Limited
Shell	Shell Canada Limited
Tempella	Tempella Resources Ltd.
Voyager	Voyager Energy Inc.

Revision #2: Effective January 1, 1990  
Re: Ownership Interest Change

**EXHIBIT "D"**

**ATTACHED TO AND MADE PART OF  
"UNIT OPERATING AGREEMENT  
WASKADA UNIT NO. 16"**

**PARTICIPATIONS OF WORKING INTEREST OWNERS**

<u>Owner</u>	<u>Unit Participation (%)</u>
Chauvco Resources Ltd.	3.718
Enron Oil Canada Ltd.	90.728
Highridge Exploration Ltd.	5.554
	<hr/>
	100.000

Revision #4: Effective January 1, 1990  
Re: Ownership Interest Change

and to meter and pump such water under high pressure into the Unitized Zone.

**"15-9 Battery Facilities"** means all real and personal property of every kind which constitutes the separating, heating, testing, storage and related facilities of well effluent necessary for the separation of oil, gas and water.

302. Notwithstanding that the actual overhead may be greater or less, Unit Operator shall charge the Joint Account for overhead as follows:

- a) For each Drilling well:
  - 1) three percent (3%) of the first fifty thousand dollars (\$50,000) of Cost plus
  - 2) two percent (2%) of the next one hundred thousand dollars (\$100,000) of Cost plus
  - 3) one percent (1%) of Cost exceeding the sum of (1) and (2).
- b) For each Construction Project:
  - 1) five percent (5%) of the first fifty thousand dollars (\$50,000) of Cost plus
  - 2) three percent (3%) of the next one hundred thousand dollars (\$100,000) of Cost plus
  - 3) one percent (1%) of Cost exceeding the sum of (1) and (2).
- c) For Operation and Maintenance:
  - 1) two hundred and twenty-five dollars (\$225) per calendar month per Producing well;
  - 2) ten percent (10%) of costs of operating and maintenance of Water Injection Facility; and
  - 3) ten percent (10%) of costs of operating and maintenance of the 15-9 Battery Facility.

303. **Warehouse Building**

- a) If a warehouse is not maintained as a Unit Facility Unit Operator may charge:



**EXHIBIT "A"**

**ATTACHED TO AND FORMING PART OF AN AGREEMENT ENTITLED  
"UNIT AGREEMENT - WASKADA UNIT NO. 16"**

**TRACTS AND TRACT PARTICIPATION**

<u>Tract Number</u>	<u>Land Description</u>	<u>WORKING INTERESTS</u>		<u>ROYALTY INTERESTS</u>		
		<u>Working Interest Owner</u>	<u>Share of Working Interest (%)</u>	<u>Royalty Interest Owner</u>	<u>Share of Royalty Interest (%)</u>	<u>Tract Participation Factor</u>
1	3-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.01903
2	4-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.03351
3	5-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.05135
4	6-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.03320
5	11-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.02379
6	12-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.02786
7	9-5-2-25 WPM	Enron Chauvco Highridge	62.500 (3)(4)(5)(6) 12.500 25.000	Patlet	100.000	0.04892
8	10-5-2-25 WPM	Enron Chauvco Highridge	62.500 (3)(4)(5)(6) 12.500 25.000	Patlet	100.000	0.01255

9	15-5-2-25 WPM	Enron Chauvco Highridge	(3)(4)(5)(6) 62.500 12.500 25.000	Patlet	100.000	0.01260
10	16-5-2-25 WPM	Enron Chauvco Highridge	(3)(4)(5)(6) 62.500 12.500 25.000	Patlet	100.000	0.02028
11	13-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.03958
12	14-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.02911
13	15-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.02610
14	2-9-2-25 WPM	Enron	(7)(8) 100.000	Tempella	100.000	0.03397
15	4-9-2-25 WPM	Enron Chauvco Highridge	(3)(4)(5)(6) 62.500 12.500 25.000	Patlet	100.000	0.03107
16	9-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.02040
17	10-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.03349
18	16-4-2-25 WPM	Enron	(1)(2) 100.000	Crown	100.000	0.02951
19	4-10-2-25 WPM	Enron Chauvco	93.750 (7)(10) 6.250	Crown	100.000	0.01452
20	1-9-2-25 WPM	Enron	(7)(8) 100.000	Tempella	100.000	0.02659
21	3-9-2-25 WPM	Enron Chauvco Highridge	(3)(4)(5)(6) 62.500 12.500 25.000	Patlet	100.000	0.04839
22	5-9-2-25 WPM	Enron Chauvco Highridge	(3)(4)(5)(6) 62.500 12.500 25.000	Patlet	100.000	0.02167

23	6-9-2-25 WPM	Enron Chauvco Highridge	(3)(4)(5)(6) 62.500 12.500 25.000	Patlet	100.000	0.02668
24	7-9-2-25 WPM	Enron	(7)(8) 100.000	Tempella	100.000	0.04670
25	8-9-2-25 WPM	Enron	(7)(8) 100.000	Tempella	100.000	0.02758
26	5-10-2-25 WPM	Enron Chauvco	93.750 (7)(10) 6.250	Crown	100.000	0.02541
27	12-10-2-25 WPM	Enron Chauvco	93.750 (7)(10) 6.250	Crown	100.000	0.04753
28	9-9-2-25 WPM	Enron	(7)(8) 100.000	Tempella	100.000	0.05808
29	10-9-2-25 WPM	Enron	(7)(8) 100.000	Tempella	100.000	0.01230
30	15-9-2-25 WPM	Enron	(7)(8) 100.000	Tempella	100.000	0.02303
31	16-9-2-25 WPM	Enron	(7)(8) 100.000	Tempella	100.000	0.03212
32	13-10-2-25 WPM	Enron Chauvco	93.750 (7)(10) 6.250	Crown	100.000	0.04606
33	14-10-2-25 WPM	Enron Chauvco	93.750 (9)(10) 6.250	Crown	100.000	<u>0.01702</u>
						100.00000

ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE  
"UNIT AGREEMENT - WASKADA UNIT NO. 16"

**NOTES:**

- (1) TRACTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 16, 17 and 18 are subject to a non-convertible gross overriding royalty of 10% calculated on 37.5% of production payable to Shell by Enron.
- (2) TRACTS 1, 2, 3, 4, 5, 6, 11, 12, 13, 16, 17 and 18 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (5% min - 10% max) on oil, calculated on 25% of production payable to Adobe by Enron.
- (3) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 10% calculated on 20% of production payable to Shell by Enron.
- (4) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 1/150th (4% to 8%) on oil, calculated on 25% of production payable to Adobe by Chauvco, Enron and Highridge.
- (5) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (min 4% - 8% max) on oil, calculated on 25% of production payable in equal shares to Pioneer and Brosco by Chauvco, Enron and Highridge.
- (6) TRACTS 7, 8, 9, 10, 15, 21, 22 and 23 are subject to a non-convertible gross overriding royalty of 1% calculated on 100% of production payable to Geodata by Chauvco, Enron and Highridge.
- (7) TRACTS 14, 19, 20, 24, 25, 26, 27, 28, 29, 30, 31 and 32 are subject to a non-convertible gross overriding royalty of 10% calculated on 50% of production payable to Voyager by Enron.
- (8) TRACTS 14, 20, 24, 25, 28, 29, 30 and 31 are subject to a non-convertible gross overriding royalty of 1% calculated on 50% of production payable to Passant by Enron.
- (9) TRACT 33 is subject to a non-convertible gross overriding royalty of 10% calculated on 50% of production payable to Voyager by Enron; convertible at payout to a 25% working interest.
- (10) TRACTS 19, 26, 27, 32 and 33 are subject to a non-convertible sliding scale gross overriding royalty of 1/150th (4% to 8%) on oil, calculated on 18.75% of production payable to Adobe (50%), Pioneer (25%) and Brosco (25%) by Enron.

## **LIST OF ABBREVIATIONS**

**ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE  
"UNIT AGREEMENT - WASKADA UNIT NO. 16"**

<b><u>ABBREVIATION</u></b>	<b><u>MEANING</u></b>
Adobe	Adobe Resources Corporation
Brosco	Brosco Fund Limited
Chauvco	Chauvco Resources Ltd.
Crown	Her Majesty the Queen, in the right of the Province of Manitoba
Enron	Enron Oil Canada Ltd.
Geodata	Geodata Exploration Services Ltd.
Highridge	Highridge Exploration Ltd.
Passant	William T. Passant
Patlet	Patlet Ventures Ltd.
Pioneer	Pioneer Energy Resources Limited
Shell	Shell Canada Limited
Tempella	Tempella Resources Ltd.
Voyager	Voyager Energy Inc.

Revision #2: Effective January 1, 1990  
Re: Ownership Interest Change

**EXHIBIT "D"**

**ATTACHED TO AND MADE PART OF  
"UNIT OPERATING AGREEMENT  
WASKADA UNIT NO. 16"**

**PARTICIPATIONS OF WORKING INTEREST OWNERS**

<u>Owner</u>	<u>Unit Participation (%)</u>
Chauvco Resources Ltd.	3.718
Enron Oil Canada Ltd.	90.728
Highridge Exploration Ltd.	5.554
	<hr/>
	100.000

Revision #4: Effective January 1, 1990  
Re: Ownership Interest Change

and to meter and pump such water under high pressure into the Unitized Zone.

**"15-9 Battery Facilities"** means all real and personal property of every kind which constitutes the separating, heating, testing, storage and related facilities of well effluent necessary for the separation of oil, gas and water.

302. Notwithstanding that the actual overhead may be greater or less, Unit Operator shall charge the Joint Account for overhead as follows:

- a) For each Drilling well:
  - 1) three percent (3%) of the first fifty thousand dollars (\$50,000) of Cost plus
  - 2) two percent (2%) of the next one hundred thousand dollars (\$100,000) of Cost plus
  - 3) one percent (1%) of Cost exceeding the sum of (1) and (2).
- b) For each Construction Project:
  - 1) five percent (5%) of the first fifty thousand dollars (\$50,000) of Cost plus
  - 2) three percent (3%) of the next one hundred thousand dollars (\$100,000) of Cost plus
  - 3) one percent (1%) of Cost exceeding the sum of (1) and (2).
- c) For Operation and Maintenance:
  - 1) two hundred and twenty-five dollars (\$225) per calendar month per Producing well;
  - 2) ten percent (10%) of costs of operating and maintenance of Water Injection Facility; and
  - 3) ten percent (10%) of costs of operating and maintenance of the 15-9 Battery Facility.

303. **Warehouse Building**

- a) If a warehouse is not maintained as a Unit Facility Unit Operator may charge: