



EOG Resources Canada Inc.
1300, 700 - 9th Avenue S.W.
Calgary, Alberta T2P 3V4
Phone (403) 297-9100 Fax (403) 297-9199
Fax (403) 297-9198 Accounting
Fax (403) 297-9246 Land
Fax (403) 297-9247 Exploration

November 27, 2014

Waskada Unit No. 16
Working Interest Owners
Royalty Interest Owners
(Addressee List Attached)



**RE: NOTICES OF ASSIGNMENTS OF UNIT INTEREST
WASKADA UNIT NO. 16 EFFECTIVE MAY 1, 1987
EOG RESOURCES CANADA INC. TO EOGR INVESTMENTS ULC AND
EOGR INVESTMENTS ULC TO TUNDRA OIL & GAS PARTNERSHIP
EOG FILE: UNT14.102**

Firstly, pursuant to an Agreement of Purchase and Sale dated November 4, 2014, EOG Resources Canada Inc. has transferred and conveyed its entire interest in the Waskada Unit No. 16 to EOGR Investments ULC effective 07:59 AM on October 1, 2014.

Secondly, pursuant to an Agreement of Purchase and Sale dated November 7, 2014, EOGR Investments ULC has transferred and conveyed its entire interest in the Waskada Unit No. 16 to Tundra Oil & Gas Partnership effective 08:00 AM on October 1, 2014.

Enclosed please find the following:


1. Assignments of Unit Interest to evidence the transactions
2. Execution pages to the Unit Agreement and the Unit Operating Agreement
3. Exhibit A (Pgs 1-3, Rev 16; Pg 4, Rev 23; Pg 5, Rev 25) and Exhibit D Revision No. 18 effective October 1, 2014
4. Exhibit A (Pgs 1-3, Rev 17; Pg 4, Rev 24; Pg 5, Rev 26) and Exhibit D Revision No. 19 effective October 1, 2014

A mail ballot related to Operatorship of the agreements is being forwarded under a separate covering letter.

If you have any questions, please contact the undersigned at 403-297-9250.

Yours truly,

EOG RESOURCES CANADA an Alberta general
partnership represented by its managing partner
EOG RESOURCES CANADA INC.


Terri Currie, P. Eng.
Joint Venture Engineer

/lg

Enclosure

cc: EOGR Investments ULC
Tundra Oil & Gas Partnership

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

Addressee List

Canadian Natural Resources Limited
Attention: Rob Kerr
2500, 855 – 2nd Street, S.W.
Calgary, Alberta
T2P 4J8

Red Beds Resources Limited
Attention: Land Department
3100 – One Lombard Place
Winnipeg, Manitoba
R3B 0H3

Great Northern Energy Corporation Inc
Attention: Mr. G.W. Litschke
Box 67059, Northland Village RPO
Calgary, Alberta
T2L 2L2

Mr. William T. Bassant


Patlet Ventures Ltd.
51 Fife Close
Brandon, Manitoba
R7B 3M6

Lintus Resources Limited
Attention: Land Department
#700, 330 – 5th Avenue SW
Calgary, Alberta
T2P 0L4

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

Manitoba Innovation, Energy and Mines
Petroleum Branch
Unit 360, 1395 Ellice Avenue
Winnipeg, Manitoba
R3G 3P2

**WASKADA UNIT NO. 16
OPERATING COMMITTEE**

Addressee List

ADANAC OIL & GAS LIMITED
Attention: Mr. Jeffrey D. Ross
517 Patina Place SW
Calgary, Alberta
T3H 2P5

RED BEDS RESOURCES LIMITED
Attention: Land Department
3100 – One Lombard Place
Winnipeg, Manitoba
R3B 0H3

CRESCENT POINT RESOURCES PARTNERSHIP
Attention: Paul Tyson
2800, 111 – 5th Avenue, S.W.
Calgary, Alberta
T2P 3Y6

EOG RESOURCES CANADA INC.
Attention: Terri Currie
1300, 700 – 7th Avenue, S.W.
Calgary, Alberta
T2P 3V4

ASSIGNMENT OF UNIT INTEREST

THIS AGREEMENT made as of the 27th day of November, 2014.

BETWEEN:

EOG RESOURCES CANADA INC., a body corporate, with an office in the City of Calgary, in the Province of Alberta (hereinafter referred to as "Assignor")

- and -

EOGR INVESTMENTS ULC, a company, having an office in the City of Calgary, in the Province of Alberta (hereinafter referred to as "Assignee")

WHEREAS:

- (A) Assignor is the holder of the interest in the Unit described in Schedule "A" hereto (such interest hereinafter referred to as the "Unit Interest");
- (B) Pursuant to an Agreement of Purchase and Sale dated November 4, 2014 between Assignor and Assignee, (the "Governing Agreement"), Assignor has agreed to assign the Unit Interest to Assignee;

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 07:59 AM on the 1st day of October, 2014 (the "Effective Date"), the Unit Interest, to have and to hold the same for its sole use and benefit absolutely.
- 2. The Assignee accepts the assignment as of the Effective Date and agrees that it shall be bound by, observe and perform all the covenants and undertakings of Assignor in the Agreement; PROVIDED THAT nothing herein contained shall be construed as a release of the Assignor from any obligations or liabilities under the Agreement, which obligations or liabilities accrued prior to the Effective Date.
- 3. The covenants, representations, warranties and indemnities contained in the Governing Agreement are incorporated herein as fully and effectively as if they were set out herein and there shall not be any merger of any covenant, representation, warranty or indemnity contained in the Governing Agreement by virtue of the execution and delivery hereof, any rule of law, equity or statute to the contrary notwithstanding.
- 4. Assignee expressly acknowledges that from and after the Effective Date of this Agreement in all matters relating to the interest assigned herein 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 interest assigned herein.

5. Nothing herein contained shall be construed as a release of Assignor from any obligation or liability under the Agreement which obligation or liability had accrued prior to the Effective Date hereof, saving and excepting only any obligation to give prior notice to any third party of the proposed disposition by Assignor to Assignee
6. If any term or provision hereof should conflict with any term or provision of the Governing Agreement, the term or provision of the latter shall prevail and this Agreement shall at all times be read subject to all terms and conditions of the Governing Agreement.
7. The assignment and conveyance effected by this Agreement is made with full right of substitution and subrogation of Assignee in and to all covenants, representations, warranties and indemnities previously given or made by others in respect of the Unit Interest or any part thereof.
8. The address for service of Assignee is:

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

Attention: Joint Venture Department
Fax: (403) 297-9199
9. This Agreement shall, in all respects, be subject to, interpreted, construed and enforced in accordance with and under the laws of the Province of Alberta and applicable laws of Canada and shall, in all respects, be treated as a contract made in the Province of Alberta. The parties hereto irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of Alberta and courts of appeal therefrom in respect of all matters arising out of or in connection with this Agreement.
10. This Agreement shall be binding upon and shall enure to the benefit of each of the parties hereto and their respective administrators, trustees, receivers, successors and assigns.

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

EOG RESOURCES CANADA,
by its managing partner,
EOG RESOURCES CANADA INC.



Bill Orchard
Vice President Business Development

EOGR INVESTMENTS ULC



Bill Orchard
Vice President Business Development

SCHEDULE "A" ATTACHED TO AND FORMING PART OF AN ASSIGNMENT OF UNIT INTEREST MADE AS OF THE 27th DAY OF NOVEMBER, 2014 BETWEEN EOG RESOURCES CANADA INC. AND EOGR INVESTMENTS ULC

Unit Agreement

Waskada Unit No. 16 effective May 1, 1987

Unit Participation

Undivided 90.302% interest, being 100% of Assignor's interest therein

Assignor File No.

UNT14.102

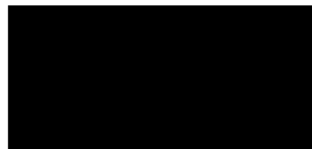
1504. Notice to Royalty Owners

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: October 1, 2014

Signature:

A black rectangular box redacting the signature of Bill Orchard.

Bill Orchard
Vice President Business Development

Company: EOGR INVESTMENTS ULC

Address: 1300, 700 – 9th Avenue SW
Calgary, Alberta
T2P 3V4

Unit Agreement – Waskada Unit No. 16


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: October 1, 2014

Signature:



Bill Orchard
Vice President Business Development

Company: EOGR INVESTMENTS ULC

Address: 1300, 700 – 9th Avenue, SW
Calgary, Alberta
T2P 3V4

Unit Operating Agreement - Waskada Unit No. 16

ASSIGNMENT OF UNIT INTEREST

THIS AGREEMENT made as of the 1st day of December, 2014.

BETWEEN:

EOGR INVESTMENTS ULC, a company, with an office in the City of Calgary, in the Province of Alberta (hereinafter referred to as "Assignor")

- and -

TUNDRA OIL & GAS PARTNERSHIP, a general partnership, having an office in the City of Winnipeg, in the Province of Manitoba (hereinafter referred to as "Assignee")

WHEREAS:

- (A) Assignor is the holder of the interest in the Unit described in Schedule "A" hereto (such interest hereinafter referred to as the "Unit Interest");
- (B) Pursuant to an Agreement of Purchase and Sale dated November 7, 2014 between Assignor and Assignee, (the "Governing Agreement"), Assignor has agreed to assign the Unit Interest to Assignee;

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 08:00 AM on the 1st day of October, 2014 (the "Effective Date"), the Unit Interest, to have and to hold the same for its sole use and benefit absolutely.
2. The Assignee accepts the assignment as of the Effective Date and agrees that it shall be bound by, observe and perform all the covenants and undertakings of Assignor in the Agreement; PROVIDED THAT nothing herein contained shall be construed as a release of the Assignor from any obligations or liabilities under the Agreement, which obligations or liabilities accrued prior to the Effective Date.
3. The covenants, representations, warranties and indemnities contained in the Governing Agreement are incorporated herein as fully and effectively as if they were set out herein and there shall not be any merger of any covenant, representation, warranty or indemnity contained in the Governing Agreement by virtue of the execution and delivery hereof, any rule of law, equity or statute to the contrary notwithstanding.
4. Assignee expressly acknowledges that from and after the Effective Date of this Agreement in all matters relating to the interest assigned herein 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 interest assigned herein.

5. Nothing herein contained shall be construed as a release of Assignor from any obligation or liability under the Agreement which obligation or liability had accrued prior to the Effective Date hereof, saving and excepting only any obligation to give prior notice to any third party of the proposed disposition by Assignor to Assignee
6. If any term or provision hereof should conflict with any term or provision of the Governing Agreement, the term or provision of the latter shall prevail and this Agreement shall at all times be read subject to all terms and conditions of the Governing Agreement.
7. The assignment and conveyance effected by this Agreement is made with full right of substitution and subrogation of Assignee in and to all covenants, representations, warranties and indemnities previously given or made by others in respect of the Unit Interest or any part thereof.
8. The address for service of Assignee is:

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

Attention: Joint Venture Department
Fax: (204) 934-5820
9. This Agreement shall, in all respects, be subject to, interpreted, construed and enforced in accordance with and under the laws of the Province of Alberta and applicable laws of Canada and shall, in all respects, be treated as a contract made in the Province of Alberta. The parties hereto irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of Alberta and courts of appeal therefrom in respect of all matters arising out of or in connection with this Agreement.
10. This Agreement shall be binding upon and shall enure to the benefit of each of the parties hereto and their respective administrators, trustees, receivers, successors and assigns.

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

EOGR INVESTMENTS ULC

Per:



Bill Orchard

Per: Vice President Business Development

TUNDRA OIL & GAS PARTNERSHIP

By its managing partner
Tundra Oil & Gas Limited

Per:



Glenn Ross
Vice President, Land
Tundra Oil & Gas Partnership

SCHEDULE "A" ATTACHED TO AND FORMING PART OF AN ASSIGNMENT OF UNIT INTEREST MADE AS OF THE 1st DAY OF DECEMBER, 2014 BETWEEN EOGR INVESTMENTS ULC AND TUNDRA OIL & GAS PARTNERSHIP

Unit Agreement

Waskada Unit No. 16 effective May 1, 1987

Unit Participation

Undivided 90.302% interest, being 100% of Assignor's interest therein

Assignor File No.

UNT14.102

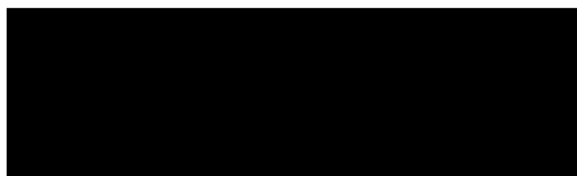
1504. Notice to Royalty Owners

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: December 1, 2014

Signature:



Company:

2 Glenn Ross
Vice President, Land
Tundra Oil & Gas Partnership

Address:

1700 - One Lombard Place
Winnipeg MB
R3B 0X3

Unit Agreement - Waskada Unit No. 16

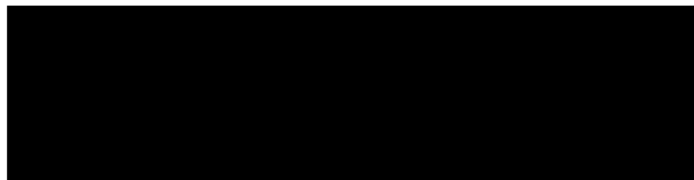
herein contained shall be construed to require Unit Operator or any Party to settle any strike, lockout or other difficulty by acceding against its judgement to the demands of opposing persons in any labour dispute.

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: December 1, 2014

Signature:



Company:

Glenn Ross
Vice President, Land
Tundra Oil & Gas Partnership

Address:

1700- One Lombard Place
Winnipeg MB R3B 0X3

Unit Operating Agreement - Waskada Unit No. 16

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>
Adanac Oil & Gas Limited	3.718
EOGR Investments ULC	90.302
Red Beds Resources Limited	5.554
Crescent Point Resources Partnership	0.426
	<hr/>
	100.000

Revision #18
Effective October 1, 2014
EOG Resources Canada Inc. assigned to EOGR Investments ULC

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	EOGR	(1)(2) 100.000	Crown	100.000	0.01903
2	4-4-2-25 WPM	EOGR	(1)(2) 100.000	Crown	100.000	0.03351
3	5-4-2-25 WPM	EOGR	(1)(2) 100.000	Crown	100.000	0.05135
4	6-4-2-25 WPM	EOGR	(1)(2) 100.000	Crown	100.000	0.03320
5	11-4-2-25 WPM	EOGR	(1)(2) 100.000	Crown	100.000	0.02379
6	12-4-2-25 WPM	EOGR	(1)(2) 100.000	Crown	100.000	0.02786
7	9-5-2-25 WPM	EOGR Adanac Red Beds	62.500 (3)(4)(5)(6) 12.500 25.000	Pallet	100.000	0.04892
8	10-5-2-25 WPM	EOGR Adanac Red Beds	62.500 (3)(4)(5)(6) 12.500 25.000	Pallet	100.000	0.01255
9	15-5-2-25 WPM	EOGR Adanac Red Beds	62.500 (3)(4)(5)(6) 12.500 25.000	Pallet	100.000	0.01260

Page 1 of 5

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

24	7-9-2-25 WPM	EOGR	(7)(8) 100.000	Tempella	100.000	0.04670
25	8-9-2-25 WPM	EOGR	(7)(8) 100.000	Tempella	100.000	0.02758
26	5-10-2-25 WPM	EOGR Adanac	93.750 (7)(10) 6.250	Crown	100.000	0.02541
27	12-10-2-25 WPM	EOGR Adanac	93.750 (7)(10) 6.250	Crown	100.000	0.04753
28	9-9-2-25 WPM	EOGR	(7)(8) 100.000	Tempella	100.000	0.05808
29	10-9-2-25 WPM	EOGR	(7)(8) 100.000	Tempella	100.000	0.01230
30	15-9-2-25 WPM	EOGR	(7)(8) 100.000	Tempella	100.000	0.02303
31	16-9-2-25 WPM	EOGR	(7)(8) 100.000	Tempella	100.000	0.03212
32	13-10-2-25 WPM.	EOGR Adanac	93.750 (7)(10) 6.250	Crown	100.000	0.04606
33	14-10-2-25 WPM	EOGR Crescent Adanac	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 EOGR.
- (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 CNRL by EOGR.
- (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 EOGR.
- (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 CNRL by Adanac, EOGR and Red Beds.
- (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 Red Beds by Adanac, EOGR and Red Beds.
- (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 Adanac, EOGR and Red Beds.
- (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 Crescent by EOGR.
- (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 EOGR.
- (9) TRACT 33 - Crescent 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 CNRL (50%) and Red Beds (50%) by EOGR.

LIST OF ABBREVIATIONS

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

ABBREVIATION

MEANING

Adanac	Adanac Oil & Gas Limited
Crescent	Crescent Point Resources Partnership
Crown	Her Majesty the Queen, in the right of the Province of Manitoba
EOGR	EOGR Investments ULC
Grt Northern	Great Northern Energy Corporation Inc.
Lintus	Lintus Resources Limited
Passant	William T. Passant
Patlet	Patlet Ventures Ltd.
CNRL	Canadian Natural Resources Limited
Tempella	Tempella Resources Ltd.
Red Beds	Red Beds Resources Limited

Revision #25

Effective October 1, 2014

EOG Resources Canada Inc. assigned to EOGR Investments ULC

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>
Adanac Oil & Gas Limited	3.718
Tundra Oil & Gas Partnership	90.302
Red Beds Resources Limited	5.554
Crescent Point Resources Partnership	0.426
	<hr/>
	100.000

Revision #19
Effective October 1, 2014
EOGR Investments ULC assigned to Tundra Oil & Gas Partnership

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	TUNDRA	(1)(2) 100.000	Crown	100.000	0.01903
2	4-4-2-25 WPM	TUNDRA	(1)(2) 100.000	Crown	100.000	0.03351
3	5-4-2-25 WPM	TUNDRA	(1)(2) 100.000	Crown	100.000	0.05135
4	6-4-2-25 WPM	TUNDRA	(1)(2) 100.000	Crown	100.000	0.03320
5	11-4-2-25 WPM	TUNDRA	(1)(2) 100.000	Crown	100.000	0.02379
6	12-4-2-25 WPM	TUNDRA	(1)(2) 100.000	Crown	100.000	0.02786
7	9-5-2-25 WPM	TUNDRA Adanac Red Beds	62.500 (3)(4)(5)(6) 12.500 25.000	Patlet	100.000	0.04892
8	10-5-2-25 WPM	TUNDRA Adanac Red Beds	62.500 (3)(4)(5)(6) 12.500 25.000	Patlet	100.000	0.01255
9	15-5-2-25 WPM	TUNDRA Adanac Red Beds	62.500 (3)(4)(5)(6) 12.500 25.000	Patlet	100.000	0.01260

Page 1 of 5

Revision #17: Effective October 1, 2014
EOGR Investments ULC assigned to Tundra Oil & Gas Partnership

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

Revision #17: Effective October 1, 2014
EOGR Investments ULC assigned to Tundra Oil & Gas Partnership

24	7-9-2-25 WPM	TUNDRA	(7)(8) 100.000	Tempella	100.000	0.04670
25	8-9-2-25 WPM	TUNDRA	(7)(8) 100.000	Tempella	100.000	0.02758
26	5-10-2-25 WPM	TUNDRA Adanac	93.750 (7)(10) 6.250	Crown	100.000	0.02541
27	12-10-2-25 WPM	TUNDRA Adanac	93.750 (7)(10) 6.250	Crown	100.000	0.04753
28	9-9-2-25 WPM	TUNDRA	(7)(8) 100.000	Tempella	100.000	0.05808
29	10-9-2-25 WPM	TUNDRA	(7)(8) 100.000	Tempella	100.000	0.01230
30	15-9-2-25 WPM	TUNDRA	(7)(8) 100.000	Tempella	100.000	0.02303
31	16-9-2-25 WPM	TUNDRA	(7)(8) 100.000	Tempella	100.000	0.03212
32	13-10-2-25 WPM	TUNDRA Adanac	93.750 (7)(10) 6.250	Crown	100.000	0.04606
33	14-10-2-25 WPM	TUNDRA Crescent Adanac	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 TUNDRA.
- (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 CNRL by TUNDRA.
- (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 TUNDRA.
- (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 CNRL by Adanac, TUNDRA and Red Beds.
- (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 Red Beds by Adanac, TUNDRA and Red Beds.
- (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 Adanac, TUNDRA and Red Beds.
- (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 Crescent by TUNDRA.
- (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 TUNDRA.
- (9) TRACT 33 - Crescent 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 CNRL (50%) and Red Beds (50%) by TUNDRA.

LIST OF ABBREVIATIONS

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

ABBREVIATION

MEANING

Adanac	Adanac Oil & Gas Limited
Crescent	Crescent Point Resources Partnership
Crown	Her Majesty the Queen, in the right of the Province of Manitoba
Tundra	Tundra Oil & Gas Partnership
Grt Northern	Great Northern Energy Corporation Inc.
Lintus	Lintus Resources Limited
Passant	William T. Passant
Patlet	Patlet Ventures Ltd.
CNRL	Canadian Natural Resources Limited
Tempella	Tempella Resources Ltd.
Red Beds	Red Beds Resources Limited

Revision #26

Effective October 1, 2014

EOGR Investments ULC assigned to Tundra Oil & Gas Partnership



EOG Resources Canada Inc.
1300, 700 - 9th Avenue S.W.
Calgary, Alberta T2P 3V4
Phone (403) 297-9100 Fax (403) 297-9199
Fax (403) 297-9198 Accounting
Fax (403) 297-9246 Land
Fax (403) 297-9247 Exploration



April 14, 2014

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

**Re: Waskada Unit 16
Unit Agreement
Exhibit "A", Page 4 (Notes) - Revision No. 22
Exhibit "A", Page 5 (Abbreviations) - Revision No. 24**

EOG Resources Canada, as Operator of Waskada Unit No. 16, hereby forwards for your records the above referenced revisions to Pages 4 & 5 of Exhibit A to the Waskada Unit No. 16 Unit Agreement.

This revision reflects the assignment of royalty interest from Devon NEC Corporation to Canadian Natural Resources Limited.

Also enclosed for your records are copies of the assignment documentation and the counterpart execution page.

Should you have any questions or concerns regarding this matter, please contact Terri Currie at 403-297-9250.

Yours truly,

EOG RESOURCES CANADA an Alberta general
Partnership represented by its managing partner
EOG RESOURCES CANADA INC.



Linda M. Goroniuk
Administrative Assistant
Joint Venture Engineering

/lg
Enclosure

cc: UNT14.102

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

Addressee List

Canadian Natural Resources Limited
Attention: Rob Kerr
2500, 855 – 2nd Street, S.W.
Calgary, Alberta
T2P 4J8

Red Beds Resources Limited
Attention: Land Department
3100 – One Lombard Place
Winnipeg, Manitoba
R3B 0H3

Great Northern Energy Corporation Inc
Attention: Mr. G.W. Litschke
Box 67059, Northland Village RPO
Calgary, Alberta
T2L 2L2

Courier: 5204 – 33rd Street NW
Calgary, Alberta
T2L 1V4
Phone: 403-282-6388

Mr. William T. Bassant

Patlet Ventures Ltd.
51 Fife Close
Brandon, Manitoba
R7B 3M6

Lintus Resources Limited
Attention: Land Department
#700, 330 – 5th Avenue SW
Calgary, Alberta
T2P 0L4

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

Manitoba Innovation, Energy and Mines
Petroleum Branch
Unit 360, 1395 Ellice Avenue
Winnipeg, Manitoba
R3G 3P2

**WASKADA UNIT NO. 16
OPERATING COMMITTEE**

Addressee List

ADANAC OIL & GAS LIMITED
Attention: Mr. Jeffrey D. Ross
517 Patina Place SW
Calgary, Alberta
T3H 2P5

RED BEDS RESOURCES LIMITED
Attention: Land Department
3100 – One Lombard Place
Winnipeg, Manitoba
R3B 0H3

CRESCENT POINT RESOURCES PARTNERSHIP
Attention: Paul Tyson
2800, 111 – 5th Avenue, S.W.
Calgary, Alberta
T2P 3Y6

EOG RESOURCES CANADA INC.
Attention: Terri Currie
1300, 700 – 7th Avenue, S.W.
Calgary, Alberta
T2P 3V4

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 CNRL 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 CNRL by Adanac, EOG and Red Beds.
- (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 Red Beds by Adanac, EOG and Red Beds.
- (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 Grit Northern by Adanac, EOG and Red Beds.
- (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 Crescent 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 - Crescent 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 CNRL (50%) and Red Beds (50%) by EOG.

Revision #22: April 1, 2014

Devon NEC Corporation assigned its entire Royalty interest to Canadian Natural Resources Limited

LIST OF ABBREVIATIONS

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

ABBREVIATION

MEANING

Adanac	Adanac Oil & Gas Limited
Crescent	Crescent Point Resources Partnership
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.
CNRL	Canadian Natural Resources Limited
Tempella	Tempella Resources Ltd.
Red Beds	Red Beds Resources Limited

Revision #24: April 1, 2014

Devon NEC Corporation assigned its entire Royalty interest to Canadian Natural Resources Limited

ASSIGNMENT OF AGREEMENTS

THIS AGREEMENT dated as of the 1st day of April, 2014

BETWEEN:

Devon NEC Corporation, a body corporate having an office in the City of Calgary, in the Province of Alberta,
(hereinafter called the "Assignor")

- and -

Canadian Natural Resources Limited, a body corporate having an office in the City of Calgary, in the Province of Alberta
(hereinafter called the "Assignee")

WHEREAS the Assignor is a party to the agreement or agreements and any amendments thereto as set out in Schedule "A" attached hereto ("Agreements") and by virtue thereof has an interest in certain assets therein described ("Assets"); and

WHEREAS pursuant to a Purchase and Sale Agreement dated February 18, 2014 ("P&S Agreement") and effective January 1, 2014 ("Effective Date"), Assignor assigned, transferred and set over to the Assignee its entire right, title and interest in and to the Assets owned and operated pursuant to the Agreements.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. The Assignor hereby assigns, transfers, sets over and conveys unto the Assignee, effective as of the Effective Date, the interest in and to the Assets as set out in Schedule "A" attached hereto ("Conveyed Interest") to have and to hold the same unto the Assignee for its sole use and benefit absolutely, subject nevertheless to the terms and conditions of the Agreements.
2. The Assignee covenants and agrees with the Assignor that from and after the Effective Date, it will be bound by, observe and perform the duties and obligations on the part of the Assignor as to the Conveyed Interest under the Agreements as such duties and obligations accrue as of and after the Effective Date.
3. Assignee expressly acknowledges that in all matters relating to the Agreements, subsequent to the Effective Date and prior to the delivery of a fully executed copy of this agreement to the operator under the Agreements, including but not limited to all accounting, conduct of operations and disposition of production thereunder, Assignor has been acting as a duly authorized agent of Assignee and, as between Assignee and other parties to the Agreements, Assignee does hereby expressly ratify, adopt and confirm all acts or omissions of Assignor in its capacity as agent, to the end that all acts or omissions shall for the purpose of the Agreements be construed as having been made or done by Assignee. Provided that as between Assignor and third parties to the Agreements, nothing herein contained shall be construed as a release of Assignor of any of its duties, obligations, or liabilities arising out of or accruing under the Agreements regarding the Conveyed Interest prior to the Effective Date.

4. The address of the Assignee for notices under the Agreements shall be:

Canadian Natural Resources Limited
2500, 855 – 2nd Street S.W.
Calgary, AB
T2P 4J8

Attention: Rob Kerr
Manager, Joint Ventures

5. This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
6. This agreement is executed by the parties pursuant to the P&S Agreement for the purposes of the provisions of the P&S Agreement and the terms hereof shall be read in conjunction with the terms of P&S Agreement. The P&S Agreement shall prevail if there is a conflict between the provisions of this agreement and the P&S Agreement.

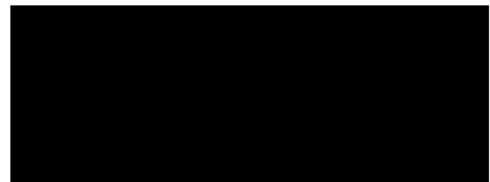
IN WITNESS WHEREOF the parties have executed and delivered this agreement as of the day and year first above written.

Devon NEC Corporation



Per: _____
Gerry Williams
Manager, Joint Ventures

Canadian Natural Resources Limited



Per: _____
Trevor Kratz
Director, Commercial Operations

This is Page 2, the Execution Page to an Assignment of Agreements dated as of the 1st day of April, 2014, between Devon NEC Corporation as Assignor and Canadian Natural Resources Limited as Assignee.

SCHEDULE "A"

Attached to and forming part of an Assignment of Agreements dated the 1st day of April, 2014, between Devon NEC Corporation as Assignor and Canadian Natural Resources Limited as Assignee.

AGREEMENT NAME: WASKADA UNIT # 16 - ROYALTY ONLY

CONVEYED INTEREST: Assignor's Entire Working Interest and Royalty Interest

FOR INFO ONLY:

Devon's File: JU00212

Area: WASKADA

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 above its name hereunder.

Date: April 1, 2014

CANADIAN NATURAL RESOURCES LIMITED

Per: 

Name: Trevor Kratz

Title: Director, Commercial Operations

Address:

Canadian Natural Resources Limited
2500, 855 – 2nd Street SW
Calgary, Alberta
T2P 4J8

Fax No.: 403-517-7350

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