



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 ROYALTY INTEREST OWNERS
WASKADA UNIT NO. 18
(Addressee List Attached)**

Gentlemen:

SUBJECT: Unit & Unit Operating Agreements

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 this change 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

Handwritten signature/initials.



Enron Oil Canada Ltd.

WASKADA UNIT NO. 18
ROYALTY INTEREST OWNERS

Addressee List

Tundra Oil and Gas Ltd.
Attention: Mr. Robert G. Puchniak
1111 One Lombard Place
Winnipeg, Manitoba
R3B 0X4

A.J.R. Holdings Ltd.
Box 166
Waskada, Manitoba
ROM 2E0

Radcliffe Enterprises Ltd.
Box 166
Waskada, Manitoba
ROM 2E0

Ms. Helen Madeline Belden
Ross Emerson Vasey
#305, 687 Warde Avenue
Winnipeg, Manitoba
R2N 4H8

Mr. George Leslie Delgaty
Box 126
Waskada, Manitoba
ROM 2E0

Mr. Robert Vasey Westcott
Apt 806, 1901 Weston Rd.
Weston, Ontario
M9N 3P1

Mr. Blayne Thomas Temple
Box 173
Waskada, Manitoba
ROM 2E0

Niwert Holdings Ltd.
P.O. Box 52
Waskada, Manitoba
ROM 2E0

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

Ms. Joyce Irva Vasey
301, 3244 Quadra Street
Victoria, BC.
V8X 1G2

The Canada Trust Company
c/o Montreal Trust
411 - 8th Avenue SW
Calgary, Alberta
T2P 1E7

EXHIBIT "A"

ATTACHED TO AND FORMING PART OF AN AGREEMENT ENTITLED
"UNIT AGREEMENT - WASKADA UNIT NO. 18"

TRACT PARTICIPATIONS

<u>Tract Number</u>	<u>Land Description</u>	<u>Royalty Owner</u>	<u>Tract Participation (%)</u>	<u>Working Interest Owner</u>	<u>Share of Working Interest (%)</u>	<u>Share of Tract Participation (%)</u>
1	7-16-1-25 WPM	A.J.R. & Radcliffe	6.84249	EOG	100.00	6.84249
2	10-16-1-25 WPM	A.J.R. & Radcliffe	9.01046	EOG	100.00	9.01046
3	11-16-1-25 WPM	Crown	7.66005	EOG	100.00	7.66005
4	12-16-1-25 WPM	Crown	4.79255	EOG	100.00	4.79255
5	13-16-1-25 WPM	Crown	5.26061	EOG	100.00	5.26061
6	14-16-1-25 WPM	Crown	6.17277	EOG	100.00	6.17277
7	15-16-1-25 WPM	A.J.R. & Radcliffe	6.91644	EOG	100.00	6.91644
8	16-16-1-25 WPM	A.J.R. & Radcliffe	4.84765	EOG	100.00	4.84765
9	2-21-1-25 WPM	J.Vasey, R. Vasey, Delgaty, Belden & Westcott	5.64667	EOG	100.00	5.64667

<u>Tract Number</u>	<u>Land Description</u>	<u>Royalty Owner</u>	<u>Tract Participation (%)</u>	<u>Working Interest Owner</u>	<u>Share of Working Interest (%)</u>	<u>Share of Tract Participation (%)</u>
10	3-21-1-25 WPM	Trust	5.03116	EOG	100.00	5.03116
11	4-21-1-25 WPM	Trust	3.65682	EOG	100.00	3.65682
12	5-21-1-25 WPM	Trust	5.17618	EOG	100.00	5.17618
13	6-21-1-25 WPM	Trust	3.41281	EOG	100.00	3.41281
14	10-21-1-25 WPM	Temple	5.18456	EOG	100.00	5.18456
15	11-21-1-25 WPM	Niwert	5.14379	EOG	100.00	5.14379
16	12-21-1-25 WPM	Niwert	5.02395	EOG	100.00	5.02395
17	14-21-1-25 WPM	Niwert	5.14464	EOG	100.00	5.14464
18	15-21-1-25 WPM	Temple	5.07640	EOG	100.00	5.07640
TOTAL:			100.00000			100.00000

Revision #1: September 1, 1999
Name Change: Enron Oil Canada Ltd. to EOG Resources Canada Inc.

**ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE
"UNIT AGREEMENT - WASKADA UNIT NO. 18"**

NOTES:

- (1) **Tracts 1, 2, 7, 8** are subject to a non-convertible gross overriding royalty of 5% on oil calculated on 100% of production payable to Corvair by EOG.
- (2) **Tracts 3, 4, 5, 6, 10, 11, 12, 13, 15, 16, 17** are subject to a non-convertible gross overriding royalty of 7.5% calculated on 100% of production payable to Tundra by EOG.

Revision #3: September 1, 1999

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

**LIST OF ABBREVIATIONS
ATTACHED TO AND FORMING PART OF
EXHIBIT "A" OF THE
"UNIT AGREEMENT - WASKADA UNIT NO. 18"**

<u>Abbreviation</u>	<u>Meaning</u>
A.J.R.	A.J.R. Holdings Ltd.
Belden	Helen Madeline Belden
Corvair	Corvair Oils Ltd.
Crown	Her Majesty the Queen, in the Right of the Province of Manitoba
Delgaty	George Leslie Delgaty
EOG	EOG Resources Canada Inc.
Niwert	Niwert Holdings Ltd.
Radcliffe	Radcliffe Enterprises Ltd.
Temple	Blayne Thomas Temple
Trust	The Canada Trust Company
Tundra	Tundra Oil and Gas Ltd.
J. Vasey	Joyce Irva Vasey
R. Vasey	Ross Emerson Vasey
Westcott	Robert Vasey Westcott

Revision #3: September 1, 1999

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

EXHIBIT "D"

**ATTACHED TO AND MADE PART OF
"UNIT OPERATING AGREEMENT -
WASKADA UNIT NO. 18"**

PARTICIPATIONS OF WORKING INTEREST OWNERS

<u>Owner</u>	<u>Unit Participation</u>
EOG Resources Canada Inc.	100.000000%

Revision #1: September 1, 1999

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

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

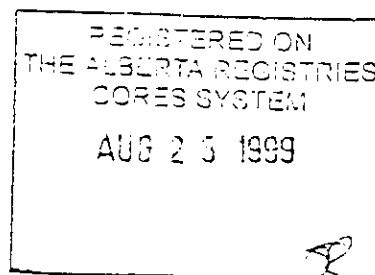
ARTICLES OF AMENDMENT

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



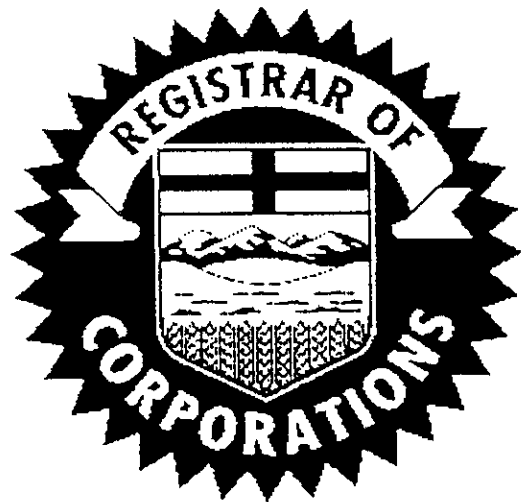
CORPORATE ACCESS NUMBER: 202842480



BUSINESS CORPORATIONS ACT

**CERTIFICATE
OF
AMENDMENT**

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





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

SUPPLEMENTARY CERTIFICATE OF
REGISTRATION /
CERTIFICAT SUPPLÉMENTAIRE
D'ENREGISTREMENT

Corporation No.
N° de la corporation

0208558

DATED /
FAIT LE

30 AUG AOUT 1999

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

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

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

Registered office address in current jurisdiction (include postal code) /
Adresse actuelle du bureau enregistré (inclure le code postal)
100, 700 - 9th Avenue S.W.
Calgary, Alberta T2P 3V4

Change of name occurred, current name on record in Manitoba /
A eu un changement de dénomination, indiquer la dénomination actuelle au Manitoba

Manitoba corporation number / Numéro de la corporation manitobaine

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

CHANGE OF NAME / CHANGEMENT DE DENOMINATION
Current name in Manitoba / Dénomination sociale actuelle au Manitoba
OIL CANADA LTD.

Manitoba corporation number / Numéro de la corporation manitobaine

58

6. AMALGAMATION / FUSION

Name 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	Signature/Signature	Office Held/ Poste
AUGUST 25, 1999		DIRECTOR

EXHIBIT "A"

ATTACHED TO AND FORMING PART OF AN AGREEMENT ENTITLED
"UNIT AGREEMENT - WASKADA UNIT NO. 18"

TRACT PARTICIPATIONS

<u>Tract Number</u>	<u>Land Description</u>	<u>Royalty Owner</u>	<u>Tract Participation (%)</u>	<u>Working Interest Owner</u>	<u>Share of Working Interest (%)</u>	<u>Share of Tract Participation (%)</u>
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18	15-21-1-25 WPM	Temple	5.07640	EOG	100.00	5.07640
TOTAL:			100.00000			100.00000

Revision #1: September 1, 1999
Name Change: Enron Oil Canada Ltd. to EOG Resources Canada Inc.

**ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE
"UNIT AGREEMENT - WASKADA UNIT NO. 18"**

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Revision #3: September 1, 1999

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

**LIST OF ABBREVIATIONS
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EXHIBIT "A" OF THE
"UNIT AGREEMENT - WASKADA UNIT NO. 18"**

<u>Abbreviation</u>	<u>Meaning</u>
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EOG	EOG Resources Canada Inc.
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Radcliffe	Radcliffe Enterprises Ltd.
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Tundra	Tundra Oil and Gas Ltd.
J. Vasey	Joyce Irva Vasey
R. Vasey	Ross Emerson Vasey
Westcott	Robert Vasey Westcott

Revision #3: September 1, 1999

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

EXHIBIT "D"

**ATTACHED TO AND MADE PART OF
"UNIT OPERATING AGREEMENT -
WASKADA UNIT NO. 18"**

PARTICIPATIONS OF WORKING INTEREST OWNERS

<u>Owner</u>	<u>Unit Participation</u>
EOG Resources Canada Inc.	100.00000%

Revision #1: September 1, 1999

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

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 25 1999

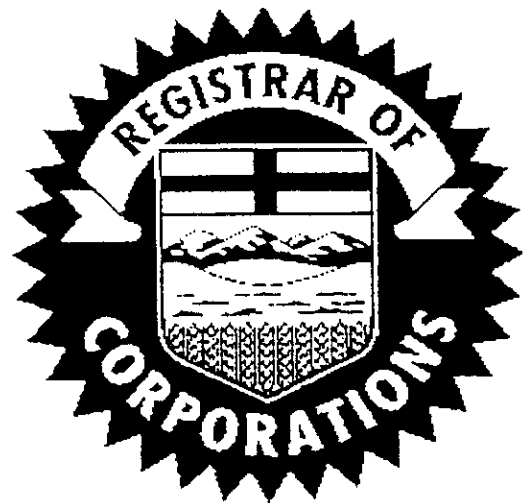
CORPORATE ACCESS NUMBER: 202842480



BUSINESS CORPORATIONS ACT

**CERTIFICATE
OF
AMENDMENT**

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





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



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

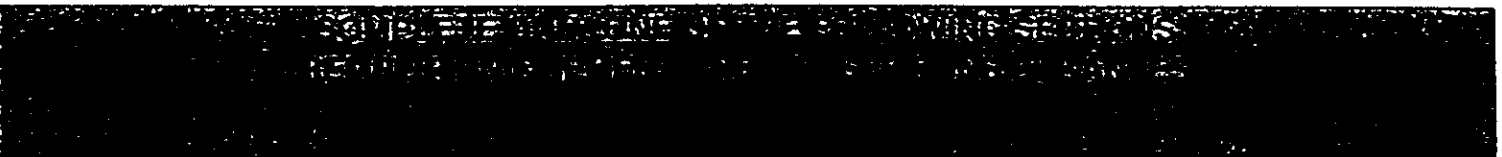
1. Name of body corporate (after continuance, change of name or amalgamation) /
Dénomination sociale (après la prorogation, le changement de dénomination ou la fusion)

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



- 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



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

Name 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

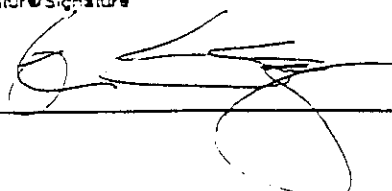
Details / Détails

Date

Signature/Signature

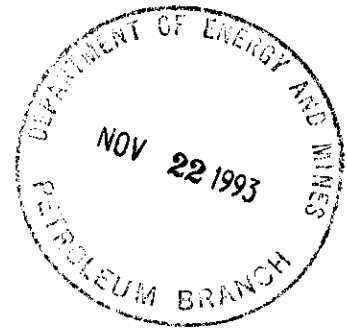
Office Held/ Poste

AUGUST 25, 1999



DIRECTOR

17 November 1993



**ALL WORKING INTEREST OWNERS
WASKADA UNIT NO. 18
OPERATING COMMITTEE
(Addressee List Attached)**

Dear Sir/Madam:

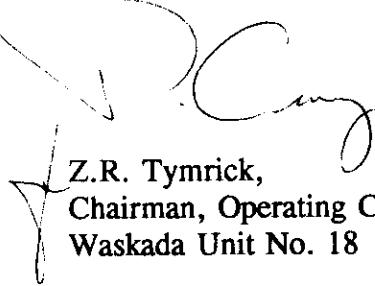
Subject: Unit Agreement

Through an Assignment and Novation dated December 17, 1992, Amoco Canada Resources Ltd. assigned its undivided interest in the Waskada Unit No. 18 to Corvair Oils Ltd. To reflect this assignment Enron Oil Canada Ltd. hereby encloses a revised copy of the Notes attached to Exhibit "A" of the Unit Agreement, Corvair's counterpart signature page and a copy of the Assignment and Novation agreement between Amoco and Corvair.

Should you have any questions regarding this revision, please contact Pam Currey at your convenience at (403)297-9130.

Yours very truly,

ENRON OIL CANADA LTD.



Z.R. Tymrick,
Chairman, Operating Committee
Waskada Unit No. 18

ZRT:pd
attach

xc: EOC Land Department
 EOC Accounting Department

**WASKADA UNIT NO. 18
ROYALTY INTEREST OWNERS**

Addressee List

Tundra Oil and Gas
Attention: Mr. Robert G. Puchniak
1111 One Lombard Place
Winnipeg, Manitoba
R3B 0X4

A.J.R. Holdings Ltd.
Box 166
Waskada, Manitoba
ROM 2E0

Radcliffe Enterprises Ltd.
Box 166
Waskada, Manitoba
ROM 2E0

Ms. Joyce Irva Vasey
301, 3244 Quadra Street
Victoria, British Columbia
V8X 1G2

Ms. Helen Madeline Belden
Ross Emerson Vasey
11 April Street
Winnipeg, Manitoba
R3T 2S6

Mr. George Leslie Delgaty
Box 126
Waskada, Manitoba
ROM 2E0

WASKADA UNIT NO. 18
ROYALTY INTEREST OWNERS
Addressee List
Page 2

Mr. Robert Vasey Westcott
c/o W. Adair
37 Queens Drive
Weston, Ontario
M9N 2H3

The Canada Trust Company
c/o Montreal Trust
411 - 8 Avenue S.W.
Calgary, Alberta
T2P 1E7

Mr. Blayne Thomas Temple
Box 173
Waskada, Manitoba
ROM 2E0

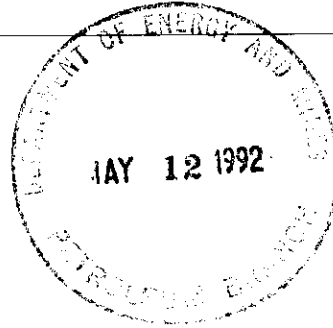
Niwert Holdings Ltd.
P.O. Box 52
Waskada, Manitoba
ROM 2E0

Corvair Oils Ltd.
Attention: Ms. Betty Lou O'Neill
P.O. Box 3827
11030 - 127 Street
Edmonton, Alberta
T5L 4J8

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

**ENRON
Oil Canada Ltd.**

(403) 298-2600



6 May 1992

**ALL ROYALTY INTEREST OWNERS
WASKADA UNIT NO. 18
(Addressee List Attached)**

Gentlemen:

Subject: Unit Agreement - Waskada Unit No. 18

Effective March 1, 1992 Encor Inc. assigned its interest in Tracts 1, 2, 7 and 8 of the above referenced agreement to Amoco Canada Resources Ltd. via a Specific Conveyance. To reflect this change in the Unit Agreement, revisions to Pages 3 and 4 of Exhibit "A" have been made and are herewith enclosed for your records.

Should you have any questions regarding this Unit, please contact the undersigned at your convenience.

Yours very truly,

ENRON OIL CANADA LTD.

C.R. Haywood,
Manager, Economics & Planning

CRH:pdc
attach

**WASKADA UNIT NO. 18
ROYALTY INTEREST OWNERS**

Addressee List

Tundra Oil and Gas
Attention: Mr. Robert G. Puchniak
1313 Richardson Bldg.
Winnipeg, Manitoba
R3B 0X8

A.J.R. Holdings Ltd.
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Ms. Helen Madeline Belden
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11 April Street
Winnipeg, Manitoba
R3T 2S6

Mr. George Leslie Delgaty
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Waskada, Manitoba
ROM 2E0

WASKADA UNIT NO. 18
ROYALTY INTEREST OWNERS
Addressee List
Page 2

Mr. Robert Vasey Westcott
c/o W. Adair
37 Queens Drive
Weston, Ontario
M9N 2H3

The Canada Trust Company
c/o Montreal Trust
411 - 8 Avenue S.W.
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T2P 1E7

Mr. Blayne Thomas Temple
Box 173
Waskada, Manitoba
ROM 2EO

Niwert Holdings Ltd.
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T2P 2H8

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

**ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE
"UNIT AGREEMENT - WASKADA UNIT NO. 18"**

NOTES:

- (1) Tracts 1, 2, 7, 8 are subject to a non-convertible gross overriding royalty of 5% on oil calculated on 100% of production payable to Amoco by Enron.
- (2) Tracts 3, 4, 5, 6, 10, 11, 12, 13, 15, 16, 17 are subject to a non-convertible gross overriding royalty of 7.5% calculated on 100% of production payable to Tundra by Enron.

Revision #1: Effective March 1, 1992
Re: Specific Conveyance - Encor to Amoco

**LIST OF ABBREVIATIONS
ATTACHED TO AND FORMING PART OF
EXHIBIT "A" OF THE
"UNIT AGREEMENT - WASKADA UNIT NO. 18"**

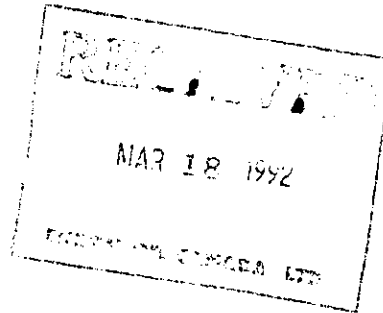
<u>Abbreviation</u>	<u>Meaning</u>
A.J.R.	A.J.R. Holdings Ltd.
Amoco	Amoco Canada Resources Ltd.
Belden	Helen Madeline Belden
Crown	Her Majesty the Queen, in the Right of the Province of Manitoba
Delgaty	George Leslie Delgaty
Enron	Enron Oil Canada Ltd.
Niwert	Niwert Holdings Ltd.
Radcliffe	Radcliffe Enterprises Ltd.
Temple	Blayne Thomas Temple
Trust	The Canada Trust Company
Tundra	Tundra Oil and Gas Ltd.
J. Vasey	Joyce Irva Vasey
R. Vasey	Ross Emerson Vasey
Westcott	Robert Vasey Westcott

Revision #1: Effective March 1, 1992

Re: Specific Conveyance - Encor to Amoco



ENCOR



March 12, 1992

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

Re: Unit Agreement for the Waskada Unit No. 18

Enclosed please find a Specific Conveyance, executed by Amoco Canada Resources Ltd. and Encor Energy Corporation Inc., evidencing the assignment of Encor's interest in the referenced agreement to Amoco Canada Resources Ltd. effective March 1, 1992.

We trust that the enclosed documentation will allow for recognition of Amoco Canada Resources Ltd. as owner of the Assigned Interest. The address for service of notice and other communications for Amoco Canada Resources Ltd. is:

Amoco Canada Resources Ltd.
240 - 4th Avenue S.W.
Calgary, Alberta
T2P 4H4

Please amend your records to reflect the above transaction.

Yours truly,

Encor Energy Corporation Inc.

Lawrence Rangen
Co-ordinator, Joint Interest Agreements

LR/la
Copy: R. Smith, Amoco w/Attachment

TB 43
WKDC

SPECIFIC CONVEYANCE

THIS AGREEMENT made this 1st day of March, 1992.

AMONG: **ENCOR ENERGY CORPORATION INC.**, a body corporate, having offices at the City of Calgary, in the Province of Alberta (hereinafter called "Assignor")

- and -

AMOCO CANADA RESOURCES LTD., a body corporate, having offices at the City of Calgary, in the Province of Alberta (hereinafter called "Assignee")

W H E R E A S the Assignor is a party to or is a successor in interest to parties to the Said Agreement as defined in Schedule "A" hereto;

A N D W H E R E A S the Assignor has agreed to assign to the Assignee the Assigned Interest, as defined in Schedule "A", the Assets, as defined in Schedule "A", and the Said Agreement;

N O W T H E R E F O R E T H I S A G R E E M E N T W I T N E S S E S T H A T in consideration of the covenants and agreements contained within this Agreement, the parties hereto covenant and agree as follows:

1. The Assignor hereby assigns and conveys to the Assignee the Assigned Interest in the Assets and Said Agreement, to have and to hold the same unto the Assignee for its sole use and benefit absolutely, subject to the covenants, conditions and stipulations contained in the Said Agreement as the same pertain to the Assigned Interest and on the holder's part thereunder to be performed and observed.
2. On and after the date hereof, the Assignee shall be liable for, and shall perform as they come due all obligations in respect of the Assigned Interest.

3. This Agreement is made in furtherance of and subject to the terms of that Amoco/Encor Rationalization Sale Agreement, the provisions of which shall not merge in this Agreement. No covenants, representations, warranties or indemnities shall apply to the assignment and transfer of interests hereunder other than as contained in the Sale Agreement, and if there is an inconsistency between this Agreement and the said Sale Agreement, the provisions of the Sale Agreement shall prevail.

4. This Agreement shall be binding upon and shall enure to the benefit of each of the parties hereto and their respective successors and assigns.

5. Each party hereto will, from time to time and at all times hereafter, at the request of the other party but without further consideration, do all such further acts and execute and deliver all such further documents as shall be reasonably required in order to fully perform and carry out the terms hereof.

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

ENCOR ENERGY CORPORATION INC.

AMOCO CANADA RESOURCES LTD.

Per: 

Per: 

Per: _____

Per: _____

SCHEDULE "A"

THIS IS SCHEDULE "A" ATTACHED TO AND MADE PART
OF A SPECIFIC CONVEYANCE DATED THE 1ST DAY OF
MARCH 1992, BETWEEN AMOCO CANADA RESOURCES LTD.
AND ENCOR ENERGY CORPORATION INC.

ASSETS:

Waskada Unit No. 18

SAID AGREEMENT:

Unit Agreement for the Waskada Unit No. 18

ASSIGNED UNDIVIDED INTEREST:

<u>Tract No.</u>	<u>Land Description</u>	<u>Tract Participation (%)</u>	<u>Assigned Undivided Interest</u>
1	7-16-1-25 W1M	6.84249	ORR
2	10-16-1-25 W1M	9.01046	ORR
7	15-16-1-25 W1M	6.91644	ORR
8	16-16-1-25 W1M	4.84765	ORR

TB43
WKDC

**ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE
"UNIT AGREEMENT - WASKADA UNIT NO. 18"**

NOTES:

- (1) **Tracts 1, 2, 7, 8** are subject to a non-convertible gross overriding royalty of 5% on oil calculated on 100% of production payable to Amoco by Enron.
- (2) **Tracts 3, 4, 5, 6, 10, 11, 12, 13, 15, 16, 17** are subject to a non-convertible gross overriding royalty of 7.5% calculated on 100% of production payable to Tundra by Enron.

Revision #1: Effective March 1, 1992
Re: Specific Conveyance - Encor to Amoco

**LIST OF ABBREVIATIONS
ATTACHED TO AND FORMING PART OF
EXHIBIT "A" OF THE
"UNIT AGREEMENT - WASKADA UNIT NO. 18"**

<u>Abbreviation</u>	<u>Meaning</u>
A.J.R.	A.J.R. Holdings Ltd.
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Crown	Her Majesty the Queen, in the Right of the Province of Manitoba
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Enron	Enron Oil Canada Ltd.
Niwert	Niwert Holdings Ltd.
Radcliffe	Radcliffe Enterprises Ltd.
Temple	Blayne Thomas Temple
Trust	The Canada Trust Company
Tundra	Tundra Oil and Gas Ltd.
J. Vasey	Joyce Irva Vasey
R. Vasey	Ross Emerson Vasey
Westcott	Robert Vasey Westcott

Revision #1: Effective March 1, 1992

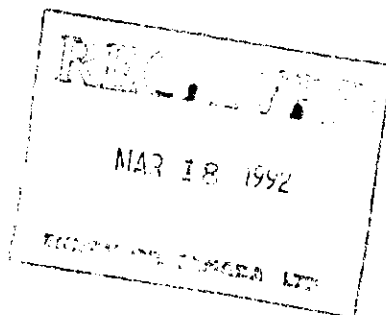
Re: Specific Conveyance - Encor to Amoco



ENCOR

March 12, 1992

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



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Amoco Canada Resources Ltd.
240 - 4th Avenue S.W.
Calgary, Alberta
T2P 4H4

Please amend your records to reflect the above transaction.

Yours truly,

Encor Energy Corporation Inc.

Lawrence Rangen
Co-ordinator, Joint Interest Agreements

LR/la

Copy: R. Smith, Amoco w/ Attachment

TB 43
WKDC

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- and -

AMOCO CANADA RESOURCES LTD., a body corporate, having offices at the City of Calgary, in the Province of Alberta (hereinafter called "Assignee")

WHEREAS the Assignor is a party to or is a successor in interest to parties to the Said Agreement as defined in Schedule "A" hereto;

AND WHEREAS the Assignor has agreed to assign to the Assignee the Assigned Interest, as defined in Schedule "A", the Assets, as defined in Schedule "A", and the Said Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the covenants and agreements contained within this Agreement, the parties hereto covenant and agree as follows:

1. The Assignor hereby assigns and conveys to the Assignee the Assigned Interest in the Assets and Said Agreement, to have and to hold the same unto the Assignee for its sole use and benefit absolutely, subject to the covenants, conditions and stipulations contained in the Said Agreement as the same pertain to the Assigned Interest and on the holder's part thereunder to be performed and observed.
2. On and after the date hereof, the Assignee shall be liable for, and shall perform as they come due all obligations in respect of the Assigned Interest.

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4. This Agreement shall be binding upon and shall enure to the benefit of each of the parties hereto and their respective successors and assigns.

5. Each party hereto will, from time to time and at all times hereafter, at the request of the other party but without further consideration, do all such further acts and execute and deliver all such further documents as shall be reasonably required in order to fully perform and carry out the terms hereof.

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

ENCOR ENERGY CORPORATION INC.

Per: 

Per: _____

AMOCO CANADA RESOURCES LTD.

Per: 

Per: _____

SCHEDULE "A"

THIS IS SCHEDULE "A" ATTACHED TO AND MADE PART
OF A SPECIFIC CONVEYANCE DATED THE 1ST DAY OF
MARCH 1992, BETWEEN AMOCO CANADA RESOURCES LTD.
AND ENCOR ENERGY CORPORATION INC.

ASSETS:

Waskada Unit No. 18

SAID AGREEMENT:

Unit Agreement for the Waskada Unit No. 18

ASSIGNED UNDIVIDED INTEREST:

<u>Tract No.</u>	<u>Land Description</u>	<u>Tract Participation (%)</u>	<u>Assigned Undivided Interest</u>
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7	15-16-1-25 W1M	6.91644	ORR
8	16-16-1-25 W1M	4.84765	ORR

TB43
WKDC

3. Salvaging Equipment Upon Termination

The Royalty Owners grant the Working Interest Owners the right for a period of six (6) months after termination of this Agreement to salvage, sell, distribute or otherwise dispose of the personal property and facilities used in connection with unit operations.

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 17, 1991

Encor Energy Corporation Inc.



Sr. Vice President



Assistant Secretary

This is the execution page to an agreement entitled
"Unit Agreement - Waskada Unit No. 18"

1503. Salvaging Equipment Upon Termination

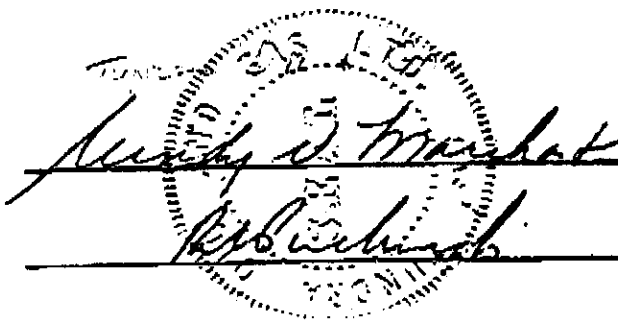
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The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this Agreement within thirty (30) days thereafter.

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

Date:

91-08-30

This is the execution page to an agreement entitled
"Unit Agreement - Waskada Unit No. 18"

13. Salvaging Equipment Upon Termination

The Royalty Owners grant the Working Interest Owners the right for a period of six (6) months after termination of this Agreement to salvage, sell, distribute or otherwise dispose of the personal property and facilities used in connection with unit operations.

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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: Sept 24/91

A J R - 02/11/91

A. J. Radcliffe

Marion Radcliffe

This is the execution page to an agreement entitled
"Unit Agreement - Waskada Unit No. 18"

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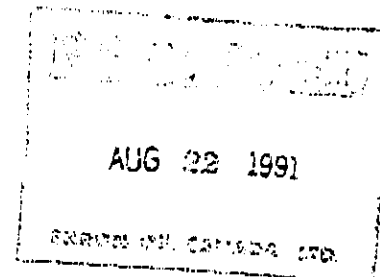
The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this Agreement within thirty (30) days thereafter.

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

Date: Aug 19 / 91

Mrs Joyce L Vasey 301-5244 Quadra
Victoria, B.C. V8X 1G2

This is the execution page to an agreement entitled
"Unit Agreement - Waskada Unit No. 18"



1503. Salvaging Equipment Upon Termination

The Royalty Owners grant the Working Interest Owners the right for a period of six (6) months after termination of this Agreement to salvage, sell, distribute or otherwise dispose of the personal property and facilities used in connection with unit operations.

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

Date: September 20, 1991

Helen Madeline Belden
Ross E. Vasey

This is the execution page to an agreement entitled
"Unit Agreement - Waskada Unit No. 18"

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

Date: August 15, 1991

G. L. Delgaty

This is the execution page to an agreement entitled
"Unit Agreement - Waskada Unit No. 18"

1 . Salvaging Equipment Upon Termination

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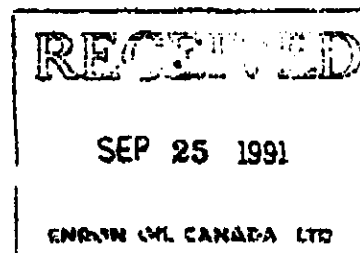
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IN WITNESS WHEREOF the Parties have executed this Agreement each on the date shown opposite its execution hereof.

Date:

Aug 20 91Robert V. Weston II

This is the execution page to an agreement entitled
"Unit Agreement - Waskada Unit No. 18"



1503. Salvaging Equipment Upon Termination

The Royalty Owners grant the Working Interest Owners the right for a period of six (6) months after termination of this Agreement to salvage, sell, distribute or otherwise dispose of the personal property and facilities used in connection with unit operations.

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

Date: Sept 24/91

Enron Oil Canada Ltd.
[Signature]
Barbara Rodasoff

This is the execution page to an agreement entitled
"Unit Agreement - Waskada Unit No. 18"

1503. Salvaging Equipment Upon Termination

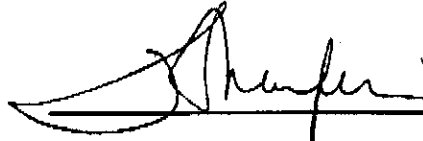
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IN WITNESS WHEREOF the Parties have executed this Agreement each on the date shown opposite its execution hereof.

Date: SEPT 12, 1991


MANITOBA ENERGY AND MINES

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"Unit Agreement - Waskada Unit No. 18"

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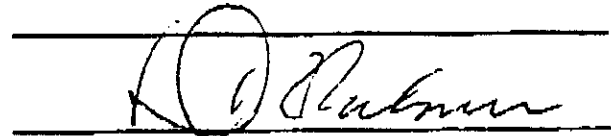
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IN WITNESS WHEREOF the Parties have executed this Agreement each on the date shown opposite its execution hereof.

Date: 1 AUG 12 1991

ENRON OIL CANADA LTD.



**D.K. PALMER
VICE PRESIDENT - LAND**

This is the execution page to an agreement entitled
"Unit Agreement - Waskada Unit No. 18"

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

Company Name:

Address in Alberta:

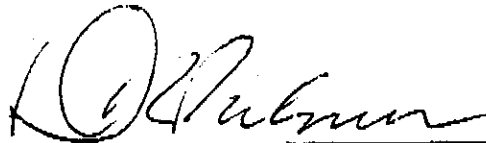
ENRON OIL CANADA LTD.

1920 BAYVIEW AVE. SUITE 200

EDMONTON, ALBERTA
T6C 2V5

Date:

'AUG 12 1991,



D.K. PALMER
VICE PRESIDENT - LAND

This is the execution page to an agreement entitled
"Unit Operating Agreement - Waskada Unit No. 18"

1503. Salvaging Equipment Upon Termination

The Royalty Owners grant the Working Interest Owners the right for a period of six (6) months after termination of this Agreement to salvage, sell, distribute or otherwise dispose of the personal property and facilities used in connection with unit operations.



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.

AMOCO CANADA RESOURCES LTD.

Date: 91-09-25


Vice-President

Assistant Secretary

This is the execution page to an agreement entitled
"Unit Agreement - Waskada Unit No. 18"

1503. Salvaging Equipment Upon Termination

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

Date:

Sept. 25/91

MIWERT HOLDING LTD.

James E. Inman
Grace M. Inman

This is the execution page to an agreement entitled
"Unit Agreement - Waskada Unit No. 18"

1503. Salvaging Equipment Upon Termination

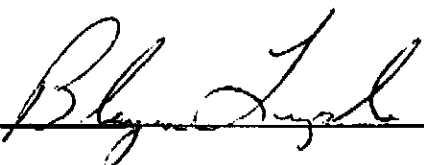
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IN WITNESS WHEREOF the Parties have executed this Agreement each on the date shown opposite its execution hereof.

Date:

Aug 30/91

This is the execution page to an agreement entitled
"Unit Agreement - Waskada Unit No. 18"

APPROVED AS TO

FORM AND CONTENT



1503. Salvaging Equipment Upon Termination

The Royalty Owners grant the Working Interest Owners the right for a period of six (6) months after termination of this Agreement to salvage, sell, distribute or otherwise dispose of the personal property and facilities used in connection with unit operations.

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THE CANADA TRUST COMPANY

Date: September 11, 1991




This is the execution page to an agreement entitled
"Unit Agreement - Waskada Unit No. 18"

**ENRON
Oil Canada Ltd.**

(403) 298-2600

VIA FAX #(204) 945-0586

30 September 1991

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

Dear Mr. Fox:

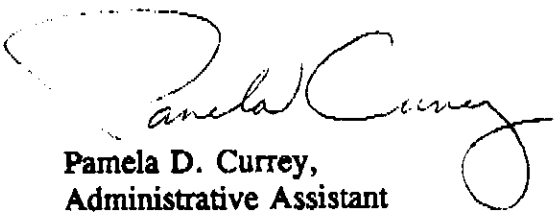
Subject: **Waskada Unit No. 18**

Enron Oil Canada Ltd., as operator of the above proposed Waskada Unit No. 18, hereby encloses signature pages from all Royalty Interest Owners and Enron Oil as the sole Working Interest Owner in the Unit. Therefore, Enron requests that the effective date of the Unit be October 1, 1991.

Should you have any questions or require further information, please contact the undersigned at your convenience.

Yours very truly,

ENRON OIL CANADA LTD.



Pamela D. Currey,
Administrative Assistant

/pdc
attach



PC: C. Moster - 91/09/13-GB

On Matters of State

Order in Council

No. 822

To The Honourable the Lieutenant Governor in Council
Energy and Mines

The undersigned, the Minister of
submits for approval of Council a report setting forth that:

WHEREAS Section 75 of "The Mines Act", being Chapter M160 of the Continuing Consolidation of the Statutes of Manitoba, 1987, provides as follows:

"75(1) Where the Crown is a working interest owner or royalty owner of a tract of land, the Lieutenant Governor in Council may authorize the minister, on behalf of the Crown, to enter into a unitization agreement for the unit operation of the pool or field, or part thereof, within which the tract is situated.

75(2) Notwithstanding any other provision of this Act or of an agreement or other disposition made under this Act, the Lieutenant Governor in Council may authorize the minister, on behalf of the Crown, to enter into an agreement for the calculation of the royalty payable to the Crown on the oil and gas produced from a unit area that includes a tract that is subject to the payment of a royalty to the Crown."

AND WHEREAS Enron Oil Canada Ltd. is the holder of Crown Oil and Natural Gas Lease No. L861-762 covering the northwest quarter of Section 16, in Township 1, Range 25, WPM;

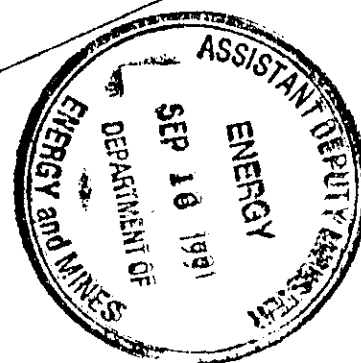
AND WHEREAS Enron Oil Canada Ltd. is proposing to unitize its operations in part of the Waskada Lower Amaranth A Pool as Waskada Unit No. 18, which unit includes the tracts described as Legal Subdivisions 11, 12, 13 and 14 of Section 16, in Township 1, Range 25, WPM;

AND WHEREAS Enron Oil Canada Ltd. has requested agreement for the proposed unitization from the Crown as the Royalty Owner of the subject tracts;

AND WHEREAS in order to accomplish the more efficient and economical development and production of the oil and gas resources of the Waskada Lower Amaranth A Pool, it is deemed advisable for the Crown to enter into the said unitization agreement;

THEREFORE, he, the Minister, recommends:

THAT the Minister of Energy and Mines be authorized to enter into the Unit Agreement for Waskada Unit No. 18 in the form hereto annexed and marked as Schedule "A", or any form to the like effect.



Initiating Department/Agency	
Department/Agency	Authorized Officer
E+M	<i>[Signature]</i>
Approved By	
C.S.C.	Finance
Approved as to form by:	
Name	<i>D. B. EVINUS</i>
<i>AUG 15 1991</i>	
Initials	
<i>[Initials]</i>	
Civil Litigation Branch: or Legislative Counsel:	

Signature *[Signature]*

IN THE EXECUTIVE COUNCIL CHAMBER, WINNIPEG

Upon consideration of the foregoing report and recommendation Council advises that it be done as recommended.

4th September 1991

Date

[Signature]
President or Presiding Member

AT GOVERNMENT HOUSE IN THE CITY OF WINNIPEG

Approved and Ordered this 4th day of September A.D. 1991.

[Signature]
Lieutenant Governor

SEP 13 1991



Memorandum

Date September 30, 1991

To The Oil and Natural Gas
Conservation Board
- Ian Haugh, Chairman
- H. Clare Moster, Deputy Chairman
- Wm. McDonald, Member

From John N. Fox
Chief Petroleum Engineer
Petroleum Branch

Telephone

Subject

Enron Oil Canada Ltd. has made application for approval of the Unit Agreement for Waskada Unit No. 18. The proposed Unit encompasses the area included in Board Order No. PM 68 approving a waterflood in a portion of the Waskada Lower Amaranth A Pool.

Enron has submitted copies of the Unit Agreement execution pages indicating 100% of the royalty owners (including the Crown) and 100% of the working interest owners have executed the agreement.

It is recommended that the Board approve the Waskada Unit No. 18 Agreement with an effective date of October 1, 1991. A copy of the proposed Board letter of approval is attached.

John N. Fox

Att'd.

Approved:

L. R. Dubreuil, Director

September 30, 1991

Mr. C.R. Haywood
Manager, Economics & Planning
Enron Oil Canada Ltd.
1300, 700-9th Avenue S.W.
Calgary, Alberta
T2P 3V4

Dear Mr. Haywood:

The Oil and Natural Gas Conservation Board is in receipt of your letter dated September 30, 1991 requesting approval of the Waskada Unit No. 18 Unit Agreement and the attached copies of the working interest and royalty owner consents.

The Waskada Unit No. 18 Unit Agreement is hereby approved with an effective date (pursuant to Clause 1401 of the Unit Agreement) of October 1, 1991.

Yours respectfully,

ORIGINAL SIGNED BY
H. CLARE MOSTER

H. Clare Moster
Deputy Chairman

Encl.

**ENRON
Oil Canada Ltd.**

(403) 298-2600

1 October 1991

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

Dear Mr. Fox:

Subject: Waskada Unit No. 18 - Effective Date and Representatives

Enron Oil Canada Ltd. hereby gives notice that the Effective Date for Waskada Unit No. 18 is October 1, 1991.

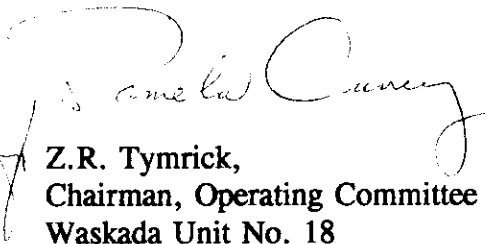
Enron's representatives for this Unit are to be as follows:

Zane R. Tymrick
Chuck R. Haywood
H. Dale Logie

Chairman, Operating Committee
First Alternate Representative
Second Alternate Representative

Yours very truly,

ENRON OIL CANADA LTD.



Z.R. Tymrick,
Chairman, Operating Committee
Waskada Unit No. 18

ZRT:pd
attach

xc: Accounting - W. Dawidowski
Land - M. Lewis

September 17, 1991

Mr. C.R. Haywood
Manager, Economics & Planning
Enron Oil Canada Ltd.
1300, 700 - 9th Avenue S.W.
Calgary, Alberta
T2P 3V4

Dear Mr. Haywood:

RE: Waskada Unit No.'s 17 and 18

Enclosed for your records are copies of the Waskada Unit No.'s 17 and 18 Unit Agreements signed by the Minister of Energy and Mines on behalf of the Crown as a royalty owner.

Please note that execution of the unit agreements by the Minister does not constitute approval of the unit agreements. Such approval may only be done by The Oil and Natural Gas Conservation Board. Please submit a copy of each of the signature pages of the subject unit agreements executed by all of the working interest and royalty owners.

Yours truly,

ORIGINAL SIGNED BY
JOHN N. FOX

John N. Fox
Chief Petroleum Engineer

Encl.

**ENRON
Oil Canada Ltd.**

(403) 298-2600

VIA FAX #(204) 945-0586

30 September 1991

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

Dear Mr. Fox:

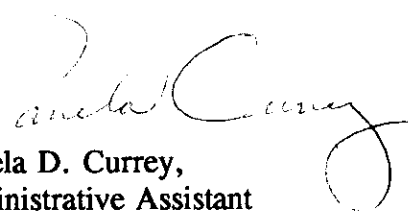
Subject: Waskada Unit No. 18

Enron Oil Canada Ltd., as operator of the above proposed Waskada Unit No. 18, hereby encloses signature pages from all Royalty Interest Owners and Enron Oil as the sole Working Interest Owner in the Unit. Therefore, Enron requests that the effective date of the Unit be October 1, 1991.

Should you have any questions or require further information, please contact the undersigned at your convenience.

Yours very truly,

ENRON OIL CANADA LTD.


Pamela D. Currey,
Administrative Assistant

/pdc
attach

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

Company Name:

Address in Alberta:

ENRON OIL CANADA LTD.

1804 WATSON ROAD, S.W.

EDMONTON, ALBERTA

T6P 1E5

TEL: 463-1111

Date:

AUG 12 1991



D.K. PALMER
VICE PRESIDENT - LAND

This is the execution page to an agreement entitled
"Unit Operating Agreement - Waskada Unit No. 18"

1503. Salvaging Equipment Upon Termination

The Royalty Owners grant the Working Interest Owners the right for a period of six (6) months after termination of this Agreement to salvage, sell, distribute or otherwise dispose of the personal property and facilities used in connection with unit operations.

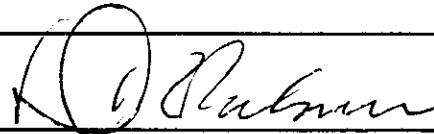
1504. Notice to Royalty Owners

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: 1 AUG 12 1991

ENRON OIL CANADA LTD.

A handwritten signature in black ink, appearing to read "D.K. Palmer", is written over a horizontal line.

**D.K. PALMER
VICE PRESIDENT - LAND**

This is the execution page to an agreement entitled
"Unit Agreement - Waskada Unit No. 18"

1503. Salvaging Equipment Upon Termination

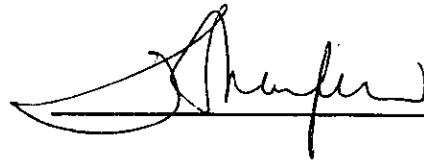
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1504. Notice to Royalty Owners

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: SEPT 12, 1991



MANITOBA ENERGY AND MINES

This is the execution page to an agreement entitled
"Unit Agreement - Waskada Unit No. 18"

.503. Salvaging Equipment Upon Termination

The Royalty Owners grant the Working Interest Owners the right for a period of six (6) months after termination of this Agreement to salvage, sell, distribute or otherwise dispose of the personal property and facilities used in connection with unit operations.


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 17, 1991

Encor Energy Corporation Inc.


Sr. Vice President


Assistant Secretary

This is the execution page to an agreement entitled
"Unit Agreement - Waskada Unit No. 18"

1503. Salvaging Equipment Upon Termination

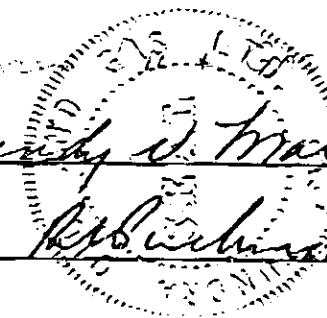
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1504. Notice to Royalty Owners

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: 91-08-30


Anthony J. Marshall
R. B. [illegible]

This is the execution page to an agreement entitled
 "Unit Agreement - Waskada Unit No. 18"

.503. Salvaging Equipment Upon Termination

The Royalty Owners grant the Working Interest Owners the right for a period of six (6) months after termination of this Agreement to salvage, sell, distribute or otherwise dispose of the personal property and facilities used in connection with unit operations.

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: Sept 24/91

A J Radcliffe

x A J Radcliffe

Muriel J Radcliffe

This is the execution page to an agreement entitled
"Unit Agreement - Waskada Unit No. 18"

1503. Salvaging Equipment Upon Termination

The Royalty Owners grant the Working Interest Owners the right for a period of six (6) months after termination of this Agreement to salvage, sell, distribute or otherwise dispose of the personal property and facilities used in connection with unit operations.

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: Sept 24 / 91

Paradise Energy
LTD
[Signature]
Pamela Rodcliffe

This is the execution page to an agreement entitled
"Unit Agreement - Waskada Unit No. 18"

1503. Salvaging Equipment Upon Termination

The Royalty Owners grant the Working Interest Owners the right for a period of six (6) months after termination of this Agreement to salvage, sell, distribute or otherwise dispose of the personal property and facilities used in connection with unit operations.

1504. Notice to Royalty Owners

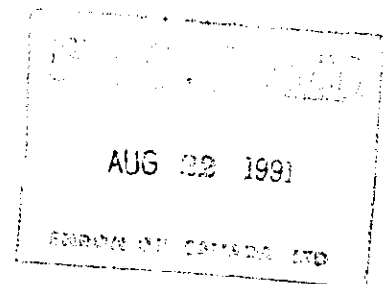
The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this Agreement within thirty (30) days thereafter.

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

Date: Aug 19 / 91

Margaret Vasey 301-5244 Quatra
Victoria, B.C. V8X1G2

This is the execution page to an agreement entitled
"Unit Agreement - Waskada Unit No. 18"



503. Salvaging Equipment Upon Termination

The Royalty Owners grant the Working Interest Owners the right for a period of six (6) months after termination of this Agreement to salvage, sell, distribute or otherwise dispose of the personal property and facilities used in connection with unit operations.

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 20, 1991

Helen Madeline Belden

Ross E. Vasey

This is the execution page to an agreement entitled
"Unit Agreement - Waskada Unit No. 18"

1503. Salvaging Equipment Upon Termination

The Royalty Owners grant the Working Interest Owners the right for a period of six (6) months after termination of this Agreement to salvage, sell, distribute or otherwise dispose of the personal property and facilities used in connection with unit operations.

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: August 15, 1991

G. L. Delgaty

This is the execution page to an agreement entitled
"Unit Agreement - Waskada Unit No. 18"

503. **Salvaging Equipment Upon Termination**

The Royalty Owners grant the Working Interest Owners the right for a period of six (6) months after termination of this Agreement to salvage, sell, distribute or otherwise dispose of the personal property and facilities used in connection with unit operations.

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.

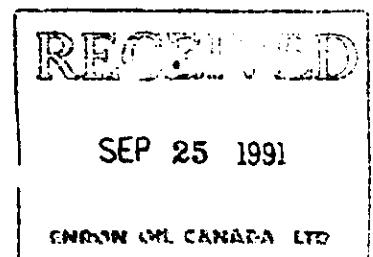
IN WITNESS WHEREOF the Parties have executed this Agreement each on the date shown opposite its execution hereof.

Date:

Aug 20 91

Robert V. Weston #

This is the execution page to an agreement entitled
"Unit Agreement - Waskada Unit No. 18"



1503. Salvaging Equipment Upon Termination

The Royalty Owners grant the Working Interest Owners the right for a period of six (6) months after termination of this Agreement to salvage, sell, distribute or otherwise dispose of the personal property and facilities used in connection with unit operations.


1504. Notice to Royalty Owners

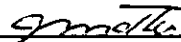
The Working Interest Owners shall give notice in accordance with their Leases to their respective Royalty Owners of the termination of this Agreement within thirty (30) days thereafter.

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

THE CANADA TRUST COMPANY

Date: September 11, 1991





This is the execution page to an agreement entitled
"Unit Agreement - Waskada Unit No. 18"

1503. Salvaging Equipment Upon Termination

The Royalty Owners grant the Working Interest Owners the right for a period of six (6) months after termination of this Agreement to salvage, sell, distribute or otherwise dispose of the personal property and facilities used in connection with unit operations.

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:

Aug 30/91

Bryan L. Lutz

This is the execution page to an agreement entitled
"Unit Agreement - Waskada Unit No. 18"

1503. Salvaging Equipment Upon Termination

The Royalty Owners grant the Working Interest Owners the right for a period of six (6) months after termination of this Agreement to salvage, sell, distribute or otherwise dispose of the personal property and facilities used in connection with unit operations.

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: Sept. 25/91

MIWERT HOLDING LTD.
James F. Irwin
Grace M. Irwin

This is the execution page to an agreement entitled
"Unit Agreement - Waskada Unit No. 18"

1503. Salvaging Equipment Upon Termination

The Royalty Owners grant the Working Interest Owners the right for a period of six (6) months after termination of this Agreement to salvage, sell, distribute or otherwise dispose of the personal property and facilities used in connection with unit operations.



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.

AMOCO CANADA RESOURCES LTD.

Date: 91-09-25


Vice-President

Assistant Secretary

This is the execution page to an agreement entitled
"Unit Agreement - Waskada Unit No. 18"

August 13, 1991

H. Clare Moster
Assistant Deputy Minister
Energy Division

John N. Fox
Chief Petroleum Engineer
Petroleum Branch

Re: Proposed Waskada Unit No. 18
Unit Agreement

Enron Oil Canada Ltd. is proposing to unitize an area in the Waskada Field which includes 18 tracts. The proposed Unit No. 18 involves four tracts (LSD's) for which the Crown is the royalty owner (i.e. mineral rights owner). Section 74 of The Mines Act states that before a unitization agreement can be put into effect, it must be approved by The Oil and Natural Gas Conservation Board. It further states that the Board shall not approve an agreement unless the royalty owners have agreed to the unit operation. Therefore, Enron has submitted two copies of the proposed Unit Agreement for the Waskada Unit No. 18 for execution by the Minister on behalf of the Crown as an affected royalty owner.

Section 75 of The Mines Act states that the Minister, with the authorization of the Lieutenant Governor in Council, may enter such agreements on behalf of the Crown as a royalty owner.

RECOMMENDATION:

It is recommended that the Minister:

1. Requests authorization from Cabinet to permit him to enter into the proposed Waskada Unit No. 18 Unitization Agreement on behalf of the Crown (draft OIC attached) with respect to LSD's 11, 12, 13 and 14 of Section 16-1-25 (WPM).
2. Execute the attached two copies of the Unit Agreement for Waskada Unit No. 18 as a royalty owner.

DISCUSSION:

The four tracts in the proposed Waskada Unit No. 18 which contain Crown-owned mineral rights are LSD's 11, 12, 13 and 14 of Section 16-1-25 (WPM). The four tracts are held under Crown Oil and Natural Gas Lease No. L861-762 covering the northwest quarter of Section 16. All four tracts are held by Enron Oil Canada Ltd.

Currently the wells on the tracts produce from the Waskada Lower Amaranth A Pool at a combined rate of approximately 225 m³/month and a water-oil ratio of about 0.32 m³/m³.

With the proposed unit and planned pressure maintenance operations in the area, there is a good chance that the productivity of these wells may be enhanced in the future. On this basis, inclusion of these tracts in the unit is recommended.

By inclusion of these tracts in the unit, the Crown will receive royalties based on allocated unit production. Petroleum Branch staff have reviewed all the tract participation factors for tracts in the unit and recommend their acceptance.

Clause 1301 of the proposed Unit Agreement specifically states that the execution of the Agreement by the Minister is strictly as a royalty interest owner. Therefore, by such execution, the Minister is not approving the Unit Agreement. Such approval may only be done by the Board pursuant to Section 74 of The Mines Act.

John N. Fox
Chief Petroleum Engineer

JNF/sml

Att'd.

DEPARTMENT OF ENERGY AND MINES

CABINET SUBMISSION

SUBJECT:

An agreement to unitize oil development operations in the Waskada oil field.

BACKGROUND:

The Province of Manitoba is the owner of the mines and minerals in the northwest quarter of Section 16 in Township 1, Range 25 WPM located in the Waskada Oil Field. Enron Oil Canada Ltd. is the holder of the Crown oil and natural gas lease to the subject land. Enron has completed four wells under the lease in the Waskada Lower Amaranth A Pool. Enron is planning to initiate waterflood operations in that area of the Pool, but before proceeding, Enron must obtain the agreement of the mineral rights owners affected. As Enron wishes to include the Crown wells in the proposed Waskada Unit No. 18, it has requested the consent of the Minister of Energy and Mines on behalf of the Crown as mineral rights owner.

DISCUSSION:

Inclusion of the Crown wells in the proposed Unit will result in a portion of the total crude oil and natural gas produced from all wells in the Unit being allocated to the Crown wells, and the Crown will receive royalties on the allocated production.

The Mines Act specifically provides for the Minister to enter into unitization agreements on behalf of the Crown with the approval of the Lieutenant Governor in Council.

FINANCIAL IMPLICATIONS:

The proposed unitization will not affect operating expenditures and will result in additional future oil royalty revenue to the Crown depending on the success of the waterflood project.

COMMUNICATION:

Because of the routine nature of the procedure for Crown consent as a mineral owner to unitization, no communication is required.

RECOMMENDATION:

It is recommended that the Minister of Energy and Mines be authorized to enter into the Unitization Agreement for Waskada Unit No. 18 on behalf of the Crown.

Harold Neufeld
Minister of Energy and Mines

Date Typed: August 13, 1991

Energy and Mines

Section 75 of "The Mines Act", being Chapter M160 of the Continuing Consolidation of the Statutes of Manitoba, 1987, provides as follows:

"75(1) Where the Crown is a working interest owner or royalty owner of a tract of land, the Lieutenant Governor in Council may authorize the minister, on behalf of the Crown, to enter into a unitization agreement for the unit operation of the pool or field, or part thereof, within which the tract is situated.

75(2) Notwithstanding any other provision of this Act or of an agreement or other disposition made under this Act, the Lieutenant Governor in Council may authorize the minister, on behalf of the Crown, to enter into an agreement for the calculation of the royalty payable to the Crown on the oil and gas produced from a unit area that includes a tract that is subject to the payment of a royalty to the Crown."

AND WHEREAS Enron Oil Canada Ltd. is the holder of Crown Oil and Natural Gas Lease No. L861-762 covering the northwest quarter of Section 16, in Township 1, Range 25, WPM;

AND WHEREAS Enron Oil Canada Ltd. is proposing to unitize its operations in part of the Waskada Lower Amaranth A Pool as Waskada Unit No. 18, which unit includes the tracts described as Legal Subdivisions 11, 12, 13 and 14 of Section 16, in Township 1, Range 25, WPM;

AND WHEREAS Enron Oil Canada Ltd. has requested agreement for the proposed unitization from the Crown as the Royalty Owner of the subject tracts;

AND WHEREAS in order to accomplish the more efficient and economical development and production of the oil and gas resources of the Waskada Lower Amaranth A Pool, it is deemed advisable for the Crown to enter into the said unitization agreement;

THEREFORE, he, the Minister, recommends:

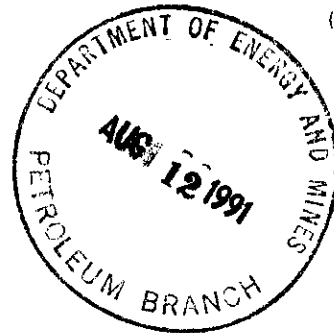
THAT the Minister of Energy and Mines be authorized to enter into the Unit Agreement for Waskada Unit No. 18 in the form hereto annexed and marked as Schedule "A", or any form to the like effect.

ENRON Oil Canada Ltd.

(403) 298-2600

9 August 1991

Manitoba Energy and Mines
Attention: Mr. L.R. Dubreuil
#555, 330 Graham Avenue
Winnipeg, Manitoba
R3C 4E3



Dear Sir:

Subject: Proposed Waskada Unit No. 18
Unit Agreement

Enron Oil Canada Ltd. hereby encloses final documentation for execution for the above noted proposed Waskada Unit No. 18. A draft agreement was previously forwarded to all parties and several verbal responses were received. The main concern was the reason as to why the Unit was being formed. The following were the changes incorporated into the agreement:

1. Table of Contents, Page ii, Clause 502 - the word "Qualifications" to "Qualification".
2. Page 15, Clause 1401a) - the word "Interim" taken out.
3. Exhibit "A" - Slight changes to the Tract Participations due to a production adjustment.

Enron is currently constructing two satellites, a gathering system and water distribution system for this area and has targeted September 1, 1991 as the Effective Date for Unit No. 18. Therefore Enron would ask that the extra signatory page enclosed be executed and returned to the undersigned by August 30, 1991. Your prompt consideration in this matter is greatly appreciated.

Should you have any further questions or concerns regarding this Unit, please contact the undersigned at your convenience.

Yours very truly,

ENRON OIL CANADA LTD.

A handwritten signature in dark ink, appearing to read "C.R. Haywood", written over a horizontal line.

C.R. Haywood,
Manager, Economics & Planning

CRH:pdc
attach

1503. Salvaging Equipment Upon Termination

The Royalty Owners grant the Working Interest Owners the right for a period of six (6) months after termination of this Agreement to salvage, sell, distribute or otherwise dispose of the personal property and facilities used in connection with unit operations.

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: _____

This is the execution page to an agreement entitled
"Unit Agreement - Waskada Unit No. 18"

August 6, 1991

Mr. R.C. Haywood
Manager, Economics and Planning
Enron Oil Canada Ltd.
1300, 700-9th Avenue S.W.
Calgary, Alberta
T2P 3V4

Dear Sir:

RE: Proposed Waskada Unit No. 18
Unit Agreement

The Branch has completed its review of the proposed Waskada Unit No. 18 Unit Agreement. The Branch has no concern with the proposed Unit Agreement. However, there are some minor discrepancies between the information in Table 2 and the Branch's official records (see Attachment No. 1).

If you have any questions, please contact the undersigned at (204) 945-6574.

Yours truly,

ORIGINAL SIGNED BY
JOHN N. FOX

John N. Fox, P. Eng.
Chief Petroleum Engineer

Att'd.

SOUTH WASKADA PRODUCTION DATA

TABLE 2

WELL LOCATION	CUM PROD m3	CUM PROD %	MONTHLY PRODUCTION - M3				MONTHLY TOTAL	MONTHLY PERCENTAGE	DAYS ON PRODUCTION				TOTAL DAYS
			MONTH 1	MONTH 2	MONTH 3	MONTH 4			MONTH 1	MONTH 2	MONTH 3	MONTH 4	
7-16-1-25WPM	1065.9	8.09%	159.7	154.8	110.8	105.6	530.9	7.03%	16	30	29	30	105
10-16-1-25WPM	963.2	7.31%	173.3	217.7	155.9	114.7	661.6	8.76%	14 15	31	31	28	105
11-16-1-25WPM	1672.5	12.69%	184.5	154.0	125.1	104.0	567.6	7.51%	23	31	31	28	113
12-16-1-25WPM	504.1	3.83%	140.8	93.5	70.6	53.9	358.8	4.75%	24	31	31	28	114
13-16-1-25WPM	263.4	2.00%	59.3	89.7	59.7	54.7	263.4	3.49%	9	31	30	31	101
14-16-1-25WPM	867.1	6.58%	134.4	122.3	92.8	84.2	433.7	5.74%	18	30	28	31	107
15-16-1-25WPM	1242.7	9.43%	63.6	226.5	123.7	97.2	511.0	6.76%	6	28	31	30	95
16-16-1-25WPM	271.7	2.06%	47.7	100.8	64.0	59.2	271.7	3.60%	6	30	27	31	94
2-21-1-25WPM	948.0	7.19%	157.3	126.9	92.7	94.2	471.1	6.23%	18	31	30	28	107
3-21-1-25WPM	1156.8	8.78%	164.8	122.4	96.7	78.9	462.8	6.12%	22	30	30	29	111
4-21-1-25WPM	515.1	3.91%	149.8	79.5	69.5	54.4	353.2	4.67%	30	30	31	28	119
5-21-1-25WPM	406.8	3.09%	192.4	110.0	91.6	73.1 73.5	467.5	6.19%	31	27	29	27	114
6-21-1-25WPM	352.1	2.67%	56.2	76.4	55.6	38.8	227.0	3.00%	8	31	31	26	96
10-21-1-25WPM	618.3	4.69%	66.8	136.6	80.0	89.4	372.8	4.93%	6	29	25	29	89
11-21-1-25WPM	728.6	5.53%	137.7	82.9	75.3	66.7	362.6	4.80%	21	24	30	31	106
12-21-1-25WPM	595.2	4.52%	37.2	138.1	93.4	79.1	347.8	4.60%	4	29	31	31	95
14-21-1-25WPM	435.4	3.30%	213.0	114.9	107.5	94.5 94.5	526.9	6.97%	30	24	30	29	113
15-21-1-25WPM	569.3	4.32%	97.1	110.6	86.9	71.3	365.9	4.84%	14	31	31	28	104
TOTAL	13176.2	100.00%					7556.3	100.00%					1888

SOUTH WASKADA PRODUCTION DATA

TABLE 2 (Continued)

	DAILY PRODUCTION - M3/D				DAILY	DAILY		PRODUCTION
MONTH 1	MONTH 2	MONTH 3	MONTH 4	TOTAL	PERCENTAGE	PERCENTAGE		
9.98	5.16	3.82	3.52	22.48	6.92%	6.97%		
12.38 11.55	7.02	5.03	4.10	27.70	8.55%	8.64%		
8.02	4.97	4.04	3.71	20.74	6.39%	6.95%		
5.87	3.02	2.28	1.93	13.09	4.03%	4.39%		
6.59	2.89	1.99	1.76	13.24	4.08%	3.78%		
7.47	4.08	3.31	2.72	17.57	5.41%	5.58%		
10.60	8.09	3.99	3.24	25.92	7.98%	7.37%		
7.95	3.36	2.37	1.91	15.59	4.80%	4.20%		
8.74	4.09	3.09	3.36	19.29	5.94%	6.09%		
7.49	4.08	3.22	2.72	17.51	5.39%	5.76%		
4.99	2.65	2.24	1.94	11.83	3.64%	4.16%		
6.21	4.07	3.16	2.72 2.72	16.16	4.98%	5.58%		
7.03	2.46	1.79	1.49	12.78	3.93%	3.47%		
11.13	4.71	3.20	3.08	22.13	6.81%	5.87%		
6.56	3.45	2.51	2.15	14.67	4.52%	4.66%		
9.30	4.76	3.01	2.55	19.63	6.04%	5.32%		
7.10	4.79	3.58	3.16	18.63	5.73%	6.35%		
6.94	3.57	2.80	2.55	15.85	4.88%	4.86%		
				324.80	100.00%	100.00%		

REVISED AS PER
BRANCH LETTER

91-08-06

TABLE 2

WELL LOCATION	CUR PROD m3	CUR PROD %	MONTHLY PRODUCTION - M3			MONTHLY TOTAL	MONTHLY PERCENTAGE	DAYS ON PRODUCTION				TOTAL DAYS	
			MONTH 1	MONTH 2	MONTH 3	MONTH 4		MONTH 1	MONTH 2	MONTH 3	MONTH 4		
7-16-1-25MPS	1065.9	8.09%	150.7	156.8	110.8	105.6	530.9	7.03%	16	30	29	30	105
10-16-1-25MPS	963.2	7.31%	173.3	217.7	155.9	114.7	661.6	8.76%	15	31	31	28	105
11-16-1-25MPS	1672.5	12.69%	184.5	154.0	125.1	104.0	567.6	7.51%	23	31	31	28	113
12-16-1-25MPS	504.1	3.83%	140.8	93.5	70.6	53.9	358.8	4.75%	24	31	31	28	116
13-16-1-25MPS	263.4	2.00%	59.3	89.7	59.7	54.7	263.4	3.49%	9	31	30	31	101
14-16-1-25MPS	867.1	6.58%	134.4	122.3	92.8	84.2	433.7	5.74%	18	30	28	31	107
15-16-1-25MPS	1242.7	9.43%	63.6	226.5	123.7	97.2	511.0	6.74%	6	30	27	31	94
16-16-1-25MPS	271.7	2.06%	47.7	100.8	64.0	59.2	271.7	3.60%	6	31	30	28	107
2-21-1-25MPS	968.0	7.19%	157.3	126.9	92.7	94.2	471.1	6.23%	18	30	30	29	111
3-21-1-25MPS	1156.8	8.78%	164.8	122.6	96.7	78.9	462.8	6.12%	22	30	31	28	119
4-21-1-25MPS	515.1	3.91%	149.8	79.5	69.5	54.4	353.2	4.67%	30	30	29	27	114
5-21-1-25MPS	406.8	3.09%	192.4	110.0	91.6	73.1	467.1	6.18%	31	27	31	26	96
6-21-1-25MPS	352.1	2.67%	56.2	76.4	55.6	38.8	227.0	3.00%	8	31	25	29	89
10-21-1-25MPS	618.3	4.69%	66.8	136.6	80.0	89.4	372.8	4.93%	6	29	26	31	106
11-21-1-25MPS	728.6	5.53%	137.7	82.9	75.3	66.7	362.6	4.80%	21	24	30	31	95
12-21-1-25MPS	595.2	4.52%	37.2	138.1	93.4	79.1	347.8	4.60%	4	29	31	29	113
14-21-1-25MPS	435.4	3.30%	213.0	114.9	107.5	91.6	527.0	6.97%	30	24	30	28	104
15-21-1-25MPS	569.3	4.32%	97.1	110.6	86.9	71.3	365.9	4.84%	14	31	31	28	104
TOTAL	13176.2	100.00%					7556.0	100.00%					1068

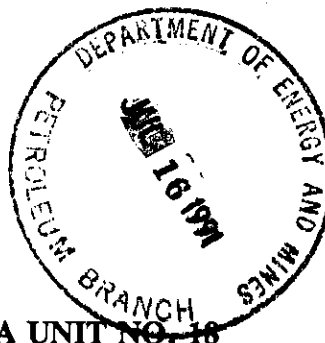
[illegible]

TABLE 3

TRACT NUMBER	WELL LOCATION	BPG 9.1.0.		BPG 2.1.0.		BPG PRODUCTION FACTOR		BPG RESERVE FACTOR		BPG TOTAL FACTOR		APO PRODUCTION FACTOR		APO RESERVE FACTOR		APO TOTAL FACTOR	
		ENRON	ENRON	ENRON	ENRON	ENRON	ENRON	ENRON	ENRON	ENRON	ENRON	ENRON	ENRON	ENRON	ENRON	ENRON	ENRON
1	7-16-1-25WPM	100.0	100.0	6.97412	6.64506					6.64269	6.97412			6.64506	6.97412	6.64269	6.64269
2	10-16-1-25WPM	100.0	100.0	8.64250	9.56240					9.01046	8.64250			9.56240	8.64250	9.01046	9.01046
3	11-16-1-25WPM	100.0	100.0	6.94869	8.72709					7.66005	6.94869			8.72709	6.94869	7.66005	7.66005
4	12-16-1-25WPM	100.0	100.0	4.30869	5.39833					6.79255	4.30869			5.39833	4.30869	6.79255	6.79255
5	13-16-1-25WPM	100.0	100.0	3.78077	7.48036					5.26061	3.78077			7.48036	3.78077	5.26061	5.26061
6	14-16-1-25WPM	100.0	100.0	5.57532	7.06894					6.17277	5.57532			7.06894	5.57532	6.17277	6.17277
7	15-16-1-25WPM	100.0	100.0	7.37165	6.23364					6.91644	7.37165			6.23364	6.91644	6.91644	6.91644
8	16-16-1-25WPM	100.0	100.0	4.19794	5.82222					4.84765	4.19794			5.82222	4.19794	4.84765	4.84765
9	2-21-1-25WPM	100.0	100.0	6.08651	4.98491					5.64667	6.08651			4.98491	6.08651	5.64667	5.64667
10	3-21-1-25WPM	100.0	100.0	5.75883	3.93966					5.03116	5.75883			3.93966	5.75883	5.03116	5.03116
11	4-21-1-25WPM	100.0	100.0	4.15811	2.90487					3.65482	4.15811			2.90487	4.15811	3.65482	3.65482
12	5-21-1-25WPM	100.0	100.0	5.57663	4.57549					5.17617	5.57663			4.57549	5.57663	5.17617	5.17617
13	6-21-1-25WPM	100.0	100.0	3.46884	3.32876					3.41281	3.46884			3.32876	3.46884	3.41281	3.41281
14	10-21-1-25WPM	100.0	100.0	5.87320	4.15160					5.18456	5.87320			4.15160	5.87320	5.18456	5.18456
15	11-21-1-25WPM	100.0	100.0	4.65826	5.87209					5.14379	4.65826			5.87209	4.65826	5.14379	5.14379
16	12-21-1-25WPM	100.0	100.0	5.32292	4.57549					5.02395	5.32292			4.57549	5.32292	5.02395	5.02395
17	14-21-1-25WPM	100.0	100.0	6.35523	3.32876					5.14464	6.35523			3.32876	6.35523	5.14464	5.14464
18	15-21-1-25WPM	100.0	100.0	4.86178	5.39833					5.07640	4.86178			5.39833	4.86178	5.07640	5.07640
TOTAL				100.000000	100.000000					100.000000	100.000000			100.000000	100.000000	100.000000	100.000000

11 July 1991

ALL ROYALTY INTEREST OWNERS
PROPOSED WASKADA UNIT NO. 18
(Addressee List Attached)



Gentlemen:

RE: UNIT AGREEMENT
PROPOSED WASKADA UNIT NO. 18

Enron Oil Canada Ltd. hereby encloses a copy of Draft #1 of the Unit Agreement for the proposed Waskada Unit No. 18. As Unit Operator and 100% W.I. Owner, Enron requests that you, as a Royalty Owner, review this Agreement and forward any comments by August 1, 1991.

The Unit Agreement is an agreement whereby the productive mineral interests (oil) are pooled for mutual benefit of royalty owners and working interest owners. As a result of this pooling, each of the parties receives a pre-determined share of the total Unit production. This pooling of interests or unitization is required by the Manitoba Energy and Mines prior to commencing water injection for the purposes of enhanced oil recovery. Water injection is necessary in order to maximize the oil recovery from the Lower Amaranth formation. It is estimated that 5.5% of the original oil in place is recoverable under primary recovery and that up to 12.6% of the original oil in place will be recovered under enhanced oil recovery by water injection. Therefore it is in the best interests of all parties to proceed with unitization.

If you have any questions or concerns, please contact the undersigned by August 1, 1991 at 298-2600. At that time, execution documents will be forwarded to all parties.

Yours very truly,

ENRON OIL CANADA LTD.

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

C. R. Haywood,
Manager, Economics & Planning

CRH:cas
attach

**PROPOSED WASKADA UNIT NO. 18
ROYALTY INTEREST OWNERS**

Addressee List

Manitoba Energy and Mines
Attn.: Mr. L. R. Dubreuil
555 - 330 Graham Avenue
Winnipeg, Manitoba R3C 4E3

Encor Inc.
Attn.: Land Department
#1800, 645 - 7 Avenue S.W.
Calgary, Alberta T2P 3X9

Tundra Oil and Gas
Attn.: Mr. Puchniak
1313 Richardson Bldg.
Winnipeg, Manitoba R3B 0X8

A.J.R. Holdings Ltd.
Box 166
Waskada, Manitoba ROM 2EO

Radcliffe Enterprises Ltd.
Box 166
Waskada, Manitoba ROM 2EO

Joyce Irva Vasey
301, 3244 Quadra Street
Victoria, British Columbia V8X 1G2

Helen Madeline Belden
Ross Emerson Vasey
11 April Street
Winnipeg, Manitoba R3T 2S6

Waskada Unit # 18
Addressee List

Page 2.

George Leslie Delgaty
Box 126
Waskada, Manitoba ROM 2EO

Robert Vasey Westcott
c/o W. Adair
37 Queens Drive
Weston, Ontario M9N 2H3

The Canada Trust Company
c/o Montreal Trust
411 - 8 Avenue S.W.
Calgary, Alberta T2P 1E7

Blayne Thomas Temple
Box 173
Waskada, Manitoba ROM 2EO

Niwert Holdings Ltd.
P.O. Box 52
Waskada, Manitoba ROM 2EO

Amoco Canada Resources Ltd.
Box 200, Station M
Calgary, Alberta T2P 2H8

DRAFT #1

UNIT AGREEMENT

WASKADA UNIT NO. 18

UNIT AGREEMENT
"WASKADA UNIT NO. 18"

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EXHIBIT "A"

TRACT AND TRACT PARTICIPATION

EXHIBIT "B"

PLAN OF THE UNIT AREA AND TRACT MAP

EXHIBIT "C"

TYPICAL WELL LOGS IDENTIFYING THE UNITIZED ZONE

UNIT AGREEMENT
"WASKADA UNIT NO. 18"

WHEREAS the Parties own Royalty Interests and Working Interest, or either of them, in the Unitized Zone;

AND WHEREAS the Parties desire that the Unitized Zone be developed, produced and operated as a unit, all as hereinafter provided;

NOW THEREFORE in consideration of the covenants herein contained, the Parties agree as follows:

ARTICLE I
DEFINITIONS

101. Definitions

In this Agreement:

- a) "Conservation Board" means The Oil and Natural Gas Conservation Board of the Province of Manitoba;
- b) "Effective Date" means the time and date referred to in Article XIV;
- c) "Lease" means an instrument granting a Working Interest in Unitized Zone;
- d) "Outside Substances" means any substances initially obtained from any source other than the Unitized Zone or any Unitized Substances with respect to which royalty has been paid;
- e) "Party" means a person who is bound by this Agreement;
- f) "Petroleum Substances" means petroleum, natural gas and other hydrocarbons (except coal) or any of them, and all substances associated therewith;
- g) "Royalty Interest" means any interest other than a Working Interest in Petroleum Substances, or the proceeds from the sale thereof, produced from the Lower Amaranth Formation but does not include the interest of a person as a purchaser of Petroleum Substances after production;
- h) "Royalty Owner" means a Party owning a Royalty Interest;

- i) "Spacing Unit" means the area allocated to a well by the Conservation Board with respect to the Lower Amaranth Formation for the purpose of drilling for or producing Petroleum Substances;
- j) "Tract" means a parcel of land described and given a Tract number in Exhibit "A" and shown outlined on Exhibit "B";
- k) "Tract Participation" means the percentage allotted to a Tract and set forth in Exhibit "A";
- l) "Unit Area" means the lands described in Exhibit "A" and shown outlined in Exhibit "B";
- m) "Unit Operator" means the person, firm or corporation who is so designated under the Unit Operating Agreement;
- n) "Unit Operating Agreement" means the agreement entitled "Unit Operating Agreement - Waskada Unit No. 18" entered into by the Working Interest Owners;
- o) "Unitized Zone" means the Lower Amaranth Formation within the Unit Area;
- p) "Unitized Substances" means Petroleum Substances in or obtained from the Unitized Zone;
- q) "Working Interest" means any right to produce and dispose of Petroleum Substances from the Lower Amaranth Formation, including an interest chargeable with any costs of drilling for, recovery of, and disposal of Petroleum Substances therefrom;
- r) "Working Interest Owner" means a Party owning a Working Interest;
- s) "Minister" means the member of the Executive Council charged by the Lieutenant Governor in Council with the administration of the Mines Act;
- t) "Lower Amaranth Formation" means the formation exemplified by the geological section occurring between the depths of 884.2 m and 916.0 m, as shown on the Dual Induction log as measured from the Kelly Bushing at Enron Waskada 15-16-001-25 and shown on Exhibit "C".

ARTICLE II EXHIBITS

201. Exhibits

The following exhibits are attached to and incorporated in this Agreement:

- a) Exhibit "A" which numbers and describes each Tract and sets forth its Tract Participation, the names of the owners of the Working Interest and their respective shares of the Working Interest together with the names of the owners of the Royalty Interest and their respective shares of the Royalty Interest;
- b) Exhibit "B" which is a plan of the Unit Area;
- c) Exhibit "C" which is a copy of a portion of the Dual Induction Laterolog referred to in subclause 101(t) hereof and a portion of the Sonic log, Gamma Ray log and SP log.

202. Exhibits Correct

Each exhibit shall be deemed conclusively to be correct to the effective time of a revision or correction thereof as herein provided.

203. Correction of Exhibits

If any mistake or mechanical error occurs in an exhibit, Unit Operator may, or upon request of the Working Interest Owners shall, prepare a corrected exhibit, but the basis and data used in establishing Tract Participations shall not be re-evaluated.

204. Effective Time

Any corrected exhibit prepared on or before the Effective Date shall be effective on the Effective Date. Any corrected exhibit prepared after the Effective Date shall be effective at 8:00 a.m. on the first (1st) day of the calendar month next following its preparation or on such other date as is determined by the Working Interest Owners.

205. Supplying of Exhibits

Each time that an exhibit is revised or corrected pursuant to this Agreement, Unit Operator shall supply the Conservation Board and the Department of Energy and Mines of the Province of Manitoba with two (2) copies each and shall supply each Working Interest Owner

with the number of copies of the exhibit it requests. Each Working Interest Owner shall supply each of its Royalty Owners, excepting the Crown, with a copy thereof.

206. Form of Revised or Corrected Exhibits

Exhibits that are revised or corrected shall show the effective time of the revision or correction and shall be numbered consecutively.

**ARTICLE III
UNITIZATION AND EFFECT**

301. Unitization

On and after the Effective Date the interests of each Royalty Owner and of each Working Interest Owner in the Unitized Substances and in the Unitized Zone are hereby unitized, as if the Unitized Zone had been included in a single lease executed by the Royalty Owners, as lessors, in favour of the Working Interest Owners, as lessees, and as if the lease had been subject to this Agreement.

302. Personal Property Excepted

All lease and well equipment heretofore or hereafter placed by any of the Working Interest Owners on lands comprised in the Unit Area shall be deemed conclusively to be and shall remain personal property belonging to and may be removed by the Working Interest Owners. The Working Interest Owners' rights and interests therein are set forth in the Unit Operating Agreement.

303. Continuation of Leases

All operations conducted with respect to the Unitized Zone or production of Unitized Substances shall, except for the purpose of calculating payments to Royalty Owners, be deemed conclusively to be operations upon or production from all of the Unitized Zone in each Tract, and such operations or production shall continue in force and effect each Lease and any other agreement or instrument relating to the Unitized Zone or Unitized Substances as if such operations had been conducted on and a well was producing from each Tract or Spacing Unit, or portion thereof, in the Unit Area.

4. Leases Amended

Each Lease and any other agreement or instrument relating to the Unitized Zone or Unitized Substances is hereby amended only to the extent necessary to make it conform to this Agreement.

305. Ratification of Leases

Except for a Lease in respect of which a court action has been commenced and is pending on the Effective Date, each Royalty Owner hereby ratifies and confirms any Lease, as amended by this Agreement, to which it is a party and agrees that no default exists with respect thereto and that any such Lease is in effect as of the Effective Date.

306. Effect of Unitization on Titles

Nothing herein shall be construed as a transfer or exchange of any interest in the Leases, Tracts or Unitized Zone, or in the Unitized Substances before production thereof.

307. Name

The name of the unit hereby constituted is "Waskada Unit No. 18".

**ARTICLE IV
AUTHORITY TO WORKING INTEREST OWNERS**

401. Operations

The Working Interest Owners are hereby granted the right to develop and operate the Unitized Zone without regard to the provisions of the Leases or the boundary lines of the Tracts or Spacing Units in such manner and by such means and methods as the Working Interest Owners consider necessary and proper and, without limiting the generality of the foregoing, the right to inject any substance or combination of substances into the Unitized Zone and convert and use as injection wells any wells now existing or hereafter drilled into the Unitized Zone.

402. Delegation

The Working Interest Owners may delegate to the Unit Operator any of the rights and powers herein or otherwise granted to them.

3. Vote of Working Interest Owners

Any matter to be determined under this Agreement by the Working Interest Owners may be determined by vote of the parties to the Unit Operating Agreement as prescribed therein.

**ARTICLE V
INCLUSION AND QUALIFICATION OF TRACTS**

501. Tracts Included on Effective Date

The Tracts included in the Unit Area as of the Effective Date are those Tracts which are qualified under clause 502 before the Effective Date.

502. Qualification of Tracts

A Tract is qualified for inclusion in the Unit Area when its title has been approved by the Working Interest Owners under clause 1102 and when:

- a) Owners of one hundred percent (100%) of the Working Interest therein have become Parties and parties to the Unit Operating Agreement and owners of one hundred percent (100%) of the Royalty Interest therein have become Parties; or
- b) Owners of one hundred percent (100%) of the Working Interest therein have become Parties and parties to the Unit Operating Agreement and owners of less than one hundred percent (100%) of the Royalty Interest therein have become Parties, and such owners of Working Interests agree, if required by the other Working Interest Owners, to indemnify the other Working Interest Owners in a form and manner satisfactory to them for any loss or damages that may be suffered by other Working Interest Owners in respect of claims and demands that, because of the inclusion of the Tract in the Unit Area, may be made by those owners of Royalty Interest in the Tract who have not become Parties; or
- c) Owners of Working Interests therein have agreed with the owners of Working Interests then Parties and parties to the Unit Operating Agreement as to the basis on which the Tract shall become qualified, where the Tract cannot be qualified pursuant to subclause (a) or (b) of this clause.

ARTICLE VI
TRACT PARTICIPATION

601. Tract Participation

Each Tract has a Tract Participation as shown on Exhibit "A".

ARTICLE VII
ALLOCATION OF UNITIZED SUBSTANCES PRODUCED

701. Allocation to Tracts

Subject to clauses 801 and 802 the Unitized Substances when produced shall be allocated to the Tracts in accordance with their Tract Participations. The amount of Unitized Substances allocated to each Tract, and only that amount, regardless of whether it be more or less than the amount of actual production of Unitized Substances from the well or wells, if any, on the Tract, shall be deemed conclusively to have been produced from the Tract.

702. Distribution Within Tracts

The Unitized Substances allocated to a Tract shall be distributed by the Working Interest Owners thereof among, or accounted for to, the Parties entitled to share in production from the Tract in the same manner, the same proportions, and upon the same conditions as they would have participated and shared in the production from the Tract, or in the proceeds from the sale thereof, had the Unitized Substances allocated to the Tract been actually produced therefrom by the Working Interest Owners.

703. Calculation of Royalty

The Working Interest Owners of each Tract shall calculate royalty on the Unitized Substances allocated to the Tract at the applicable rate under the Lease, other agreement or instrument relating to the Tract. The Royalty Owners of each Tract agree to accept payment of royalty so calculated in satisfaction of the obligation of Working Interest Owner to make royalty payments on Unitized Substances under the Lease, other agreement or instrument covering such Tract; but a lessee under a Lease shall not be relieved from making payment of royalty to its lessor if payment is not made by the Working Interest Owner as aforesaid.

4. Taking Unitized Substances in Kind

The Unitized Substances allocated to a Tract shall be delivered in kind at the time and place of production to the Working Interest Owners entitled thereto who may, if there is no interference with unit operations, construct, maintain and operate in the Unit Area all necessary facilities for taking delivery in kind.

705. Failure to Take in Kind

To the extent that a Party entitled to take in kind any of the Unitized Substances fails to take or otherwise dispose of them at the time and place of production, then so long as such failure continues, Unit Operator, as agent and for the account and at the expense of such Party may sell, store, inject or otherwise dispose of them. Where there is a sale the net proceeds remaining from the sale shall be paid to the Party. Unit Operator may contract for the sale thereof only for the minimum term obtainable which in no event shall exceed one (1) year. When Unit Operator has so contracted, the Party may take its share of the Unitized Substances in kind upon the expiration of the current sales contract.

706. Royalty on Outside Substances

If an Outside Substance is injected into the Unitized Zone, the first like substance contained in the Unitized Substances subsequently produced and sold or used other than for operations hereunder shall be deemed conclusively to be an Outside Substance until a quantity equal to the quantity of the Outside Substance injected into the Unitized Zone is recovered. No royalty shall be payable on any substance which is deemed conclusively to be an Outside Substance.

ARTICLE VIII

USE, LOSS AND STORAGE OF UNITIZED SUBSTANCES

801. Use or Loss

The Working Interest Owners may use as much of the Unitized Substances, other than crude oil, as they deem necessary for the operation and development of the Unitized Zone including, but not limited to, the injection thereof into the Unitized Zone and in the operation of any plant or plants handling Unitized Substances. Unitized Substances so used or injected and

Unitized Substances lost shall be excluded in allocating Unitized Substances to Tracts, and no royalty or other payment shall be payable in respect thereof.

802. Storage

The Working Interest Owners are hereby granted the right to inject Unitized Substances into the Unitized Zone for storage. Unitized Substances so injected shall be excluded in allocating Unitized Substances to Tracts, and no royalty or other payment shall be payable in respect thereof until they are recovered from storage and sold or used for operations other than operations hereunder.

**ARTICLE IX
ENLARGEMENT OF UNIT AREA**

901. Application for Enlargement

After the expiry of thirty (30) days from the Effective Date, if an owner of a Working Interest in lands in the vicinity of the Unit Area indicated to be potentially productive of Petroleum Substances from the Lower Amaranth Formation makes application therefor, the Working Interest Owners may, upon such terms and conditions as they may determine, approve the admission of the lands into the Unit Area. If the lands qualify under clause 502, the Unit Area shall be enlarged to include them. Even though an owner of a Royalty Interest or a Working Interest in lands approved hereunder for admission into the Unit Area is a Party, the lands shall not qualify for inclusion in the Unit Area unless the owner again executes and delivers a counterpart of this agreement to Unit Operator or the lands otherwise qualify pursuant to subclause (b) or (c) of clause 502. The owner of a Working Interest in lands approved hereunder for admission into the Unit Area who is a Party and has made or joined in the application for the admission of said lands need not again execute this Agreement.

902. Adjustment of Tract Participation

The Tract Participation of each Tract added pursuant to clause 901 shall be determined by the Working Interest Owners. The Tract Participations of each Tract added pursuant to clause 901 shall then be adjusted so that:

- a) The ratios of the Tract Participations of Tracts shown on Exhibit "A" immediately prior to the enlargement remain the same to each other; and

- b) The total of the Tract Participations for all Tracts of the enlarged Unit Area and Unitized Zone is one hundred percent (100%).

903. Exhibits

Unit Operator shall revise Exhibits "A" and "B" as required by the enlargement.

904. Effective Time of Enlargement

An enlargement pursuant to clause 901 and an adjustment of Tract Participations under this Article shall become effective at 0800 hours on the first (1st) day of the first (1st) calendar month following approval of admission under clause 901 and Tract qualification under clause 502 and approval of the Conservation Board.

905. No Retroactive Adjustment

There shall never be any retroactive adjustment of the allocation of Unitized Substances by reason of an enlargement under this Article.

ARTICLE X DISPUTES

1001. Disputes

If the title or right of a Party to receive in kind all or any portion of the Unitized Substances allocated to a Tract, or any share of the proceeds from the sale thereof, is in dispute, the Party concerned shall forthwith give notice thereof to Unit Operator. If Unit Operator is so notified or if Unit Operator is directed to do so by the Working Interest Owners in the event that it is otherwise informed of the dispute, Unit Operator shall withhold and sell the portion of Unitized Substances, the title or right to which is in dispute, and hold in trust the proceeds from the sale thereof in an interest bearing Trust account until:

- a) The Party concerned furnishes security in a form and manner satisfactory to the Working Interest Owners for the proper accounting thereof to the rightful owner or owners if the title or right of the Party shall fail in whole or in part, whereupon the proceeds shall be paid to the Party; or

- b) The title or right thereto is established by a final judgement of a Court or otherwise to the satisfaction of the Working Interest Owners, whereupon such proceeds shall be paid to the person rightfully entitled.

If Unit Operator does not comply with this clause because it is not notified of a dispute by a Party concerned, that Party hereby agrees to indemnify and save harmless Unit Operator from any loss or damage suffered because of anything done or omitted to be done by Unit Operator because it was not notified.

ARTICLE XI APPROVAL OF TITLES

1101. Titles Committee

The Working Interest Owners shall appoint a titles committee which shall investigate the ownership of all Tracts. Each Working Interest Owner shall submit to the titles committee such title data and information as the titles committee may reasonably require from time to time. The titles committee shall report the result of its investigation to the Working Interest Owners specifying the titles to Tracts which it unanimously recommends for approval.

1102. Approval of Titles by Working Interest Owners

The Working Interest Owners may approve:

- a) The titles of Working Interest Owners to Tracts which have been unanimously recommend for approval by the titles committee; and
- b) The titles of Working Interest Owners to Tracts which have not been unanimously recommended for approval by the titles committee but with respect to which such Working Interest Owners have agreed to indemnify the other Working Interest Owners, in a form and manner satisfactory to them, from loss or damage that may be suffered by them in respect of claims and demands made because of subsequent failure of the Working Interest Owners' title.

Notwithstanding the foregoing, the Working Interest Owners may approve any title that has not been unanimously recommended for approval by the titles committee.

1103. Subsequent Failure of Title

If the title of a Working Interest Owner to a Tract fails, the Tract shall be excluded from this Agreement and the Unit Operating Agreement as of 0800 hours on the first (1st) day of the calendar month in which the failure of title is finally determined unless:

- a) Any other Party is held or declared to own the title in which event that Party shall be bound by this Agreement and the Unit Operating Agreement in respect of the Tract; or
- b) By the last day of the next following calendar month the Tract qualifies for inclusion in the Unit Area pursuant to clause 502.

1104. Revision of Exhibits

Unit Operator shall revise the exhibits to reflect any change in ownership or exclusion from this Agreement of a Tract pursuant to clause 1103. Where a Tract is excluded, the Tract Participations of the other Tracts shall each be increased, without changing their ratios to each other, so that their summation is one hundred percent (100%). The revised exhibits shall be effective as of 0800 hours on the first (1st) day of the calendar month in which the failure of title referred to in clause 1103 is finally determined.

**ARTICLE XII
TRANSFER OF INTEREST**

1201. Disposition

In this clause "disposition" means a sale, assignment, transfer, lease, sublease, conveyance, gift, parting with possession, or any transaction of a similar nature, whether by trust or otherwise. A disposition of an interest owned by a Party in a Tract shall cover the whole or an undivided interest in the Party's interest in such Tract. A disposition shall not be binding on Unit Operator until at least one of the parties to such disposition has given notice thereof to the Unit Operator by a copy of the instrument evidencing such disposition, and the acquiring parties who are not Parties have executed and delivered to Unit Operator counterparts of this Agreement. Unit Operator shall revise the exhibits to reflect each disposition of an interest in a Tract and the revised exhibits shall be effective as of 0800 hours on the first (1st) day of the calendar month next following the calendar month in which the notice is received by Unit Operator.

1302. Multiple Disposition Not to Increase Costs

If any disposition of an interest by a Party in a Tract should be made to multiple parties so that the expense or duties of Unit Operator are thereby increased, the Unit Operator may require the assignee parties (and Party if it retains an interest) to appoint one of their number as representing all of them for the purpose of this Agreement, unless arrangements satisfactory to the Unit Operator are made to compensate the Unit Operator for the increased expenses or duties.

**ARTICLE XIII
IN GENERAL**

1301. Execution in Counterpart

This Agreement may be executed in separate counterparts and all the executed counterparts together shall constitute one agreement. Execution of this Agreement by the Minister shall be on behalf of the Crown only as owner of Royalty Interest.

1302. Dual Capacity

If a Party owns a Working Interest and a Royalty Interest, its execution of this Agreement shall constitute execution in both capacities.

1303. Subsequent Execution

An owner of an interest in a Tract who has not become a Party as of the date of the Tract was included in the Unit Area under Article V or IX, may become a Party with respect to that interest only on such terms and conditions as may be prescribed by the Working Interest Owners.

1304. No Partnership

The duties and obligations of the Parties shall be separate and not joint or collective. Nothing contained in this Agreement shall be construed to create a partnership or association.

1305. Force Majeure

Neither Unit Operator nor any Party shall be deemed to be in default with respect to non-performance of its obligations hereunder, other than financial, if and so long as its non-performance is due, in whole or in part, to any cause beyond its reasonable control, but lack of funds shall not be a cause beyond a Party's reasonable control. The performance of such obligations shall begin or be resumed within a reasonable time after such cause has been removed. Neither this Agreement nor any Lease or any other agreement or instrument relating to the Unitized Zone or Unitized Substances shall terminate by reason of suspension of unit operations for the cause set forth in this clause.

1306. Taxes

Each Party shall be separately liable to the extent of its ownership for all taxes on Unitized Substances and with respect to the production or sale of Unitized Substances. A Working Interest Owner may, at any time and from time to time, pay said taxes on behalf of its Royalty Owner and deduct the amount of the payment from the Royalty Owner's royalty. Those taxes with respect to the production or sale of Unitized Substances shall be adjusted so that they are borne as if the basis of taxation was the allocation of Unitized Substances hereunder.

1307. Right of Redemption

A Working Interest Owner may, at any time and from time to time, with full rights of subrogation, redeem for its Royalty Owner any agreement for sale, mortgage, or other lien or encumbrance of any kind or nature affecting any interest in the Unit Area in the event of default of payment by the Royalty Owner and deduct the amount of any payment made hereunder from the Royalty Owner's royalty.

1308. Interpretation

The clause headings in this Agreement shall not be considered in interpreting the text.

1309. Number and Gender

In this Agreement words importing the singular include the plural and vice versa; words importing the masculine gender include the feminine and vice versa; and words importing persons include firms or corporations and vice versa.

1310. Time

In this Agreement all times are official times as defined in The Official Time Act of the Province of Manitoba.

1311. Time of the Essence

Time is of the essence in this Agreement.

1312. Compliance with Legislation

The provisions of The Mines Act and Regulations thereunder, as amended from time to time, take precedence over this Agreement.

**ARTICLE XIV
EFFECTIVE DATE**

1401. Effective Date

The unitization provided for herein shall become effective at 0800 hours on the first (1st) day of the first (1st) calendar month following:

- a) The date of the qualification under clause 502 of Tracts having a combined interim Tract Participation of one hundred percent (100%) of the total Tract Participation as originally set out in Exhibit "A"; and
- b) the date of the Unit Operator receiving written approval of the agreement from the Conservation Board.

1402. Notice of Effective Date

As soon as possible after the Effective Date Unit Operator shall notify all Working Interest Owners, the Conservation Board and the Department of Energy and Mines of the Province of Manitoba of the Effective Date and of the Tracts qualified as of the Effective Date, and each Working Interest Owner shall advise each of its Royalty Owners of the Effective Date.

1403. Release of Parties

This Agreement shall cease to bind the Parties if the unitization provided for herein has not become effective on or before the 1st day of November 1991.

ARTICLE XV
TERM

1501. Effect of Execution and Delivery

Subject to clause 1403, this Agreement is binding upon a person who executes and delivers a counterpart thereof to Unit Operator, and that person is bound by this Agreement as of the time of such delivery. This Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the Parties.

1502. Termination

This Agreement terminates ninety (90) days after all wells for the production of Unitized Substances in the Unit Area have been abandoned, plugged or disposed of or upon the termination of the Unit Operating Agreement, and thereafter the Parties shall be governed by the terms and provisions of their Leases and other agreements or instruments relating to the Unitized Zone or Unitized Substances.

1503. Salvaging Equipment Upon Termination

The Royalty Owners grant the Working Interest Owners the right for a period of six (6) months after termination of this Agreement to salvage, sell, distribute or otherwise dispose of the personal property and facilities used in connection with unit operations.

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: _____

This is the execution page to an agreement entitled
"Unit Agreement - Waskada Unit No. 18"

EXHIBIT "A"

**ATTACHED TO AND FORMING PART OF AN AGREEMENT ENTITLED
"UNIT AGREEMENT - WASKADA UNIT NO. 18"**

TRACT PARTICIPATIONS

<u>Tract Number</u>	<u>Land Description</u>	<u>Royalty Owner</u>	<u>Tract Participation (%)</u>	<u>Working Interest Owner</u>	<u>Share of Working Interest (%)</u>	<u>Share of Tract Participation (%)</u>
1	7-16-1-25 WPM	A.J.R. & Radcliffe	6.84234	Enron	100.00	6.84234
2	10-16-1-25 WPM	A.J.R. & Radcliffe	9.01027	Enron	100.00	9.01027
3	11-16-1-25 WPM	Crown	7.65989	Enron	100.00	7.65989
4	12-16-1-25 WPM	Crown	4.79245	Enron	100.00	4.79245
5	13-16-1-25 WPM	Crown	5.26052	Enron	100.00	5.26052
6	14-16-1-25 WPM	Crown	6.17264	Enron	100.00	6.17264
7	15-16-1-25 WPM	A.J.R. & Radcliffe	6.91628	Enron	100.00	6.91628
8	16-16-1-25 WPM	A.J.R. & Radcliffe	4.84757	Enron	100.00	4.84757
9	2-21-1-25 WPM	J.Vasey, R. Vasey, Delgaty, Belden & Westcott	5.64653	Enron	100.00	5.64653

<u>Tract Number</u>	<u>Land Description</u>	<u>Royalty Owner</u>	<u>Tract Participation (%)</u>	<u>Working Interest Owner</u>	<u>Share of Working Interest (%)</u>	<u>Share of Tract Participation (%)</u>
10	3-21-1-25 WPM	Trust	5.03103	Enron	100.00	5.03103
11	4-21-1-25 WPM	Trust	3.65672	Enron	100.00	3.65672
12	5-21-1-25 WPM	Trust	5.17900	Enron	100.00	5.17900
13	6-21-1-25 WPM	Trust	3.41273	Enron	100.00	3.41273
14	10-21-1-25 WPM	Temple	5.18443	Enron	100.00	5.18443
15	11-21-1-25 WPM	Niwert	5.14369	Enron	100.00	5.14369
16	12-21-1-25 WPM	Niwert	5.02383	Enron	100.00	5.02383
17	14-21-1-25 WPM	Niwert	5.14379	Enron	100.00	5.14379
18	15-21-1-25 WPM	Temple	5.07629	Enron	100.00	5.07629
	TOTAL:		100.00000			100.00000

Effective as of the Effective Date

**ATTACHED TO AND FORMING PART OF EXHIBIT "A" OF THE
"UNIT AGREEMENT - WASKADA UNIT NO. 18"**

NOTES:

- (1) Tracts 1, 2, 7, 8 are subject to a non-convertible gross overriding royalty of 5% on oil calculated on 100% of production payable to Amoco 87.5% and Encor 12.5% by Enron.
- (2) Tracts 3, 4, 5, 6, 10, 11, 12, 13, 15, 16, 17 are subject to a non-convertible gross overriding royalty of 7.5% calculated on 100% of production payable to Tundra by Enron.

Effective as of the Effective Date

**LIST OF ABBREVIATIONS
ATTACHED TO AND FORMING PART OF
EXHIBIT "A" OF THE
"UNIT AGREEMENT - WASKADA UNIT NO. 18"**

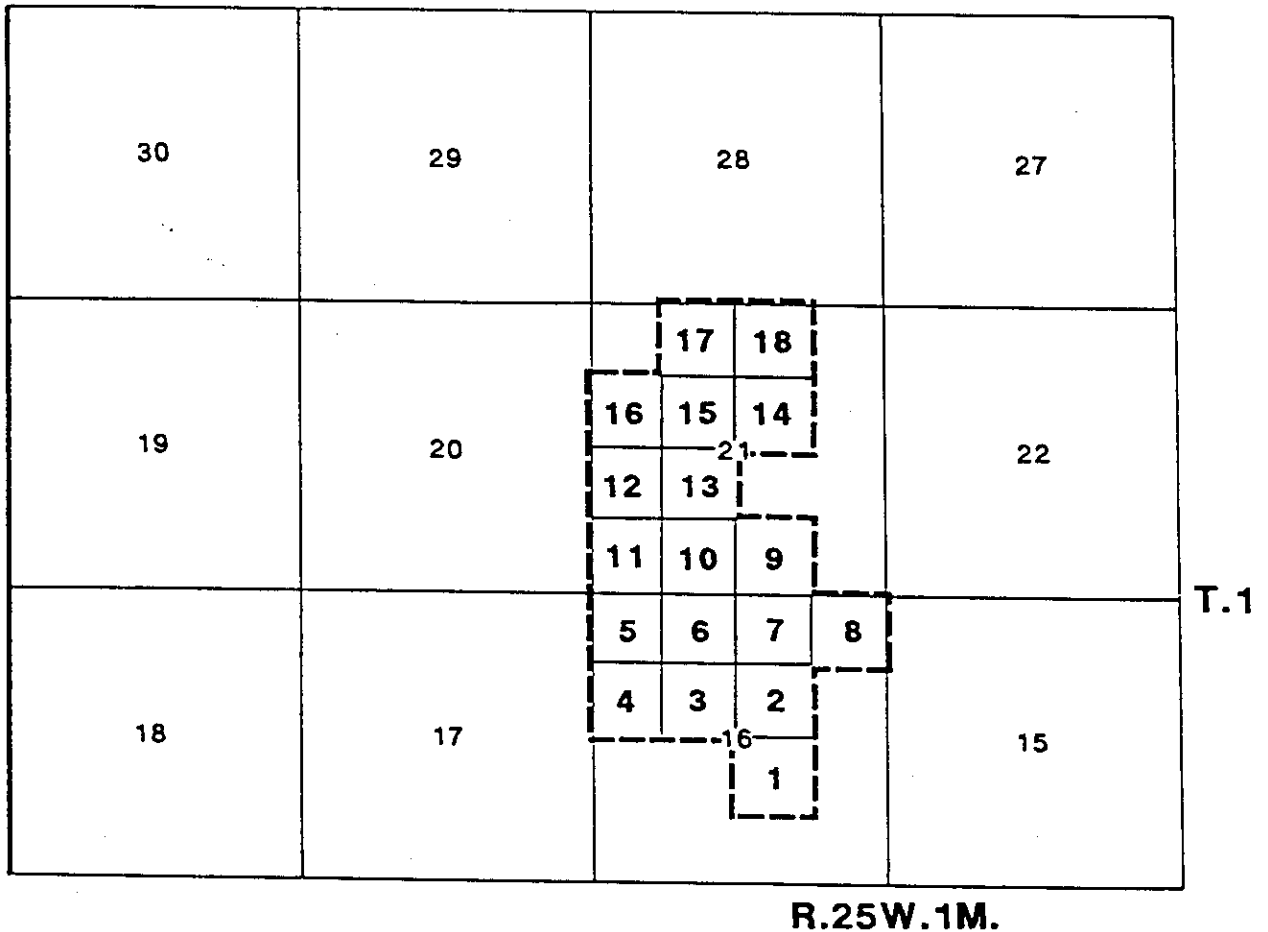
<u>Abbreviation</u>	<u>Meaning</u>
A.J.R.	A.J.R. Holdings Ltd.
Amoco	Amoco Canada Resources Ltd.
Belden	Helen Madeline Belden
Crown	Her Majesty the Queen, in the Right of the Province of Manitoba
Delgaty	George Leslie Delgaty
Encor	Encor Energy Corporation Inc.
Enron	Enron Oil Canada Ltd.
Niwert	Niwert Holdings Ltd.
Radcliffe	Radcliffe Enterprises Ltd.
Temple	Blayne Thomas Temple
Trust	The Canada Trust Company
Tundra	Tundra Oil and Gas Ltd.
J. Vasey	Joyce Irva Vasey
R. Vasey	Ross Emerson Vasey
Westcott	Robert Vasey Westcott

Effective as of the Effective Date

Exhibit "B"

**Attached to and made part of
an agreement entitled**

**"UNIT AGREEMENT - WASKADA UNIT No. 18"
PLAN OF UNIT AREA AND TRACT MAP**



----- UNIT # 18 OUTLINE

13

TRACT NUMBER

EFFECTIVE AS OF THE EFFECTIVE DATE

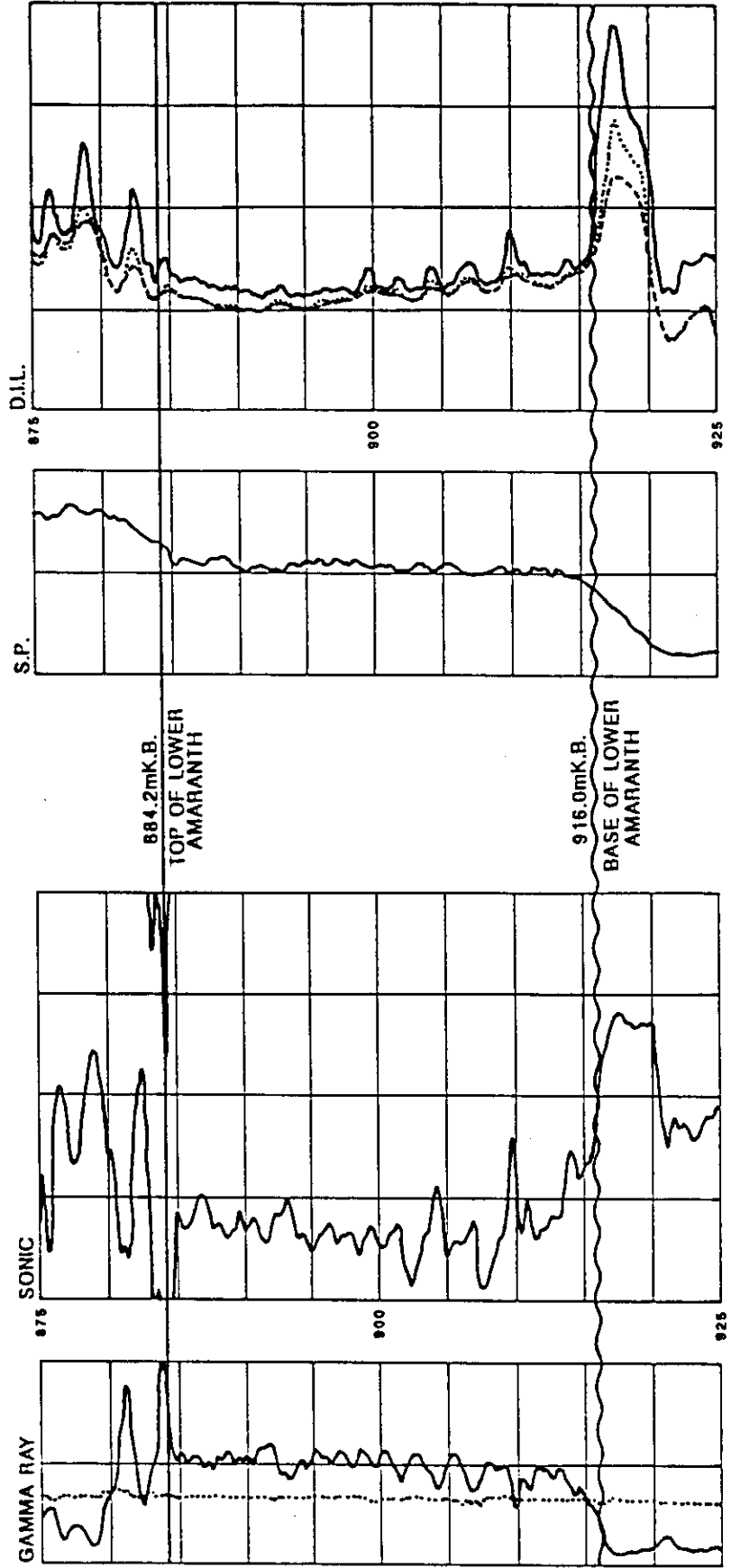
Exhibit "C"

Attached to and made part of an agreement entitled
"UNIT AGREEMENT - WASKADA UNIT No. 18"
TYPICAL WELL LOGS IDENTIFYING THE UNITIZED ZONE

WELL: ENRON WASKADA 15-16-1-25(WPM)

WASKADA LOWER AMARANTH SAND

K.B. 473.7m



SOUTH WASKADA WELLBORE PARAMETERS

TABLE 1

TRACT NUMBER	WELL LOCATION	DATE ON PRODUCTION	LOG PAY m	LOG PAY X 2 m	CORE PAY m	HIGHER PAY m	RESERVE PERCENTAGE
1	7-16-1-25WPM	Jul-90	5.33	10.66		10.66	6.65%
2	10-16-1-25WPM	Nov-90	7.67	15.34		15.34	9.56%
3	11-16-1-25WPM	Nov-89	7.00	14.00	13.03	14.00	8.73%
4	12-16-1-25WPM	Nov-90	4.33	8.66		8.66	5.40%
5	13-16-1-25WPM	Feb-91	6.00	12.00		12.00	7.48%
6	14-16-1-25WPM	Jul-90	5.67	11.34		11.34	7.07%
7	15-16-1-25WPM	Mar-90	5.00	10.00		10.00	6.23%
8	16-16-1-25WPM	Feb-91	4.67	9.34		9.34	5.82%
9	2-21-1-25WPM	Jul-90	4.00	8.00		8.00	4.99%
10	3-21-1-25WPM	Mar-90	3.00	6.00	6.32	6.32	3.94%
11	4-21-1-25WPM	Nov-90	2.33	4.66		4.66	2.90%
12	5-21-1-25WPM	Feb-91	3.67	7.34		7.34	4.58%
13	6-21-1-25WPM	Nov-90	2.67	5.34		5.34	3.33%
14	10-21-1-25WPM	Oct-90	3.33	6.66		6.66	4.15%
15	11-21-1-25WPM	Jul-90	1.67	3.34	9.42	9.42	5.87%
16	12-21-1-25WPM	Oct-90	3.67	7.34		7.34	4.58%
17	14-21-1-25WPM	Mar-91	2.67	5.34		5.34	3.33%
18	15-21-1-25WPM	Nov-90	4.33	8.66		8.66	5.40%
TOTAL						160.42	100.00%

SOUTH WASKADA PRODUCTION DATA

TABLE 2

WELL		CUM PROD		MONTHLY PRODUCTION - M3				MONTHLY		DAYS ON PRODUCTION				TOTAL	
LOCATION	m3	%	MONTH 1	MONTH 2	MONTH 3	MONTH 4	TOTAL	PERCENTAGE	MONTH 1	MONTH 2	MONTH 3	MONTH 4	DAYS		
7-16-1-25WPM	1065.9	8.09%	159.7	154.8	110.8	105.6	530.9	7.03%	16	30	29	30	105		
10-16-1-25WPM	963.2	7.31%	173.3	217.7	155.9	114.7	661.6	8.76%	15	31	31	28	105		
11-16-1-25WPM	1672.5	12.69%	184.5	154.0	125.1	104.0	567.6	7.51%	23	31	31	28	113		
12-16-1-25WPM	504.1	3.83%	140.8	93.5	70.6	53.9	358.8	4.75%	24	31	31	28	114		
13-16-1-25WPM	263.4	2.00%	59.3	89.7	59.7	54.7	263.4	3.49%	9	31	30	31	101		
14-16-1-25WPM	867.1	6.58%	134.4	122.3	92.8	84.2	433.7	5.74%	18	30	28	31	107		
15-16-1-25WPM	1242.7	9.43%	63.6	226.5	123.7	97.2	511.0	6.76%	6	28	31	30	95		
16-16-1-25WPM	271.7	2.06%	47.7	100.8	64.0	59.2	271.7	3.60%	6	30	27	31	94		
2-21-1-25WPM	948.0	7.19%	157.3	126.9	92.7	94.2	471.1	6.23%	18	31	30	28	107		
3-21-1-25WPM	1156.8	8.78%	164.8	122.4	96.7	78.9	462.8	6.12%	22	30	30	29	111		
4-21-1-25WPM	515.1	3.91%	149.8	79.5	69.5	54.4	353.2	4.67%	30	30	31	28	119		
5-21-1-25WPM	406.8	3.09%	192.4	110.0	91.6	73.5	467.5	6.19%	31	27	29	27	114		
6-21-1-25WPM	352.1	2.67%	56.2	76.4	55.6	38.8	227.0	3.00%	8	31	31	26	96		
10-21-1-25WPM	618.3	4.69%	66.8	136.6	80.0	89.4	372.8	4.93%	6	29	25	29	89		
11-21-1-25WPM	728.6	5.53%	137.7	82.9	75.3	66.7	362.6	4.80%	21	24	30	31	106		
12-21-1-25WPM	595.2	4.52%	37.2	138.1	93.4	79.1	347.8	4.60%	4	29	31	31	95		
14-21-1-25WPM	435.4	3.30%	213.0	114.9	107.5	91.5	526.9	6.97%	30	24	30	29	113		
15-21-1-25WPM	569.3	4.32%	97.1	110.6	86.9	71.3	365.9	4.84%	14	31	31	28	104		
TOTAL		13176.2	100.00%				7556.3	100.00%					1888		

TABLE 2 (CONTINUED)

MONTH	DAILY PRODUCTION - M3/D			DAILY		DAILY		PRODUCTION	
	1	MONTH 2	MONTH 3	MONTH 4	TOTAL	PERCENTAGE	PERCENTAGE	PERCENTAGE	PERCENTAGE
	9.98	5.16	3.82	3.52	22.48		6.92%		6.97%
	11.55	7.02	5.03	4.10	27.70		8.53%		8.64%
	8.02	4.97	4.04	3.71	20.74		6.39%		6.95%
	5.87	3.02	2.28	1.93	13.09		4.03%		4.39%
	6.59	2.89	1.99	1.76	13.24		4.08%		3.78%
	7.47	4.08	3.31	2.72	17.57		5.41%		5.58%
	10.60	8.09	3.99	3.24	25.92		7.98%		7.37%
	7.95	3.36	2.37	1.91	15.59		4.80%		4.20%
	8.74	4.09	3.09	3.36	19.29		5.94%		6.09%
	7.49	4.08	3.22	2.72	17.51		5.39%		5.76%
	4.99	2.65	2.24	1.94	11.83		3.64%		4.16%
	6.21	4.07	3.16	2.72	16.16		4.98%		5.58%
	7.03	2.46	1.79	1.49	12.78		3.93%		3.47%
	11.13	4.71	3.20	3.08	22.13		6.81%		5.87%
	6.56	3.45	2.51	2.15	14.67		4.52%		4.66%
	9.30	4.76	3.01	2.55	19.63		6.04%		5.32%
	7.10	4.79	3.58	3.16	18.63		5.73%		6.35%
	6.94	3.57	2.80	2.55	15.85		4.88%		4.86%
					324.80		100.00%		100.00%

PROPOSED WASKADA UNIT # 17

WELL NAME	DEC/90	JAN/91	FEB/91	MAR/91	APR/91	MAY/91	% OF TOTAL
7-16-1-25*	60.0 (19 DAYS)	108.9 (28)	73.4 (28)	63.8 (20)	74.4 (28)	67.9 (29)	.061
10-16	217.7 (31)	155.9 (31)	114.7 (28)	109.0 (30)	99.6 (30)	93.0 (30)	.083
A1-16	66.2 (31)	70.7 (30)	58.1 (28)	62.8 (31)	60.9 (30)	61.5 (31)	.055
12-16	93.5 (31)	70.6 (31)	53.9 (28)	47.8 (25)	50.9 (30)	46.6 (31)	.042
B-16	N/A	N/A	59.3 (9)	89.7 (30)	59.7 (30)	54.7 (31)	.049
A-16	71.1 (31)	66.8 (31)	56.0 (28)	59.5 (31)	53.5 (30)	55.2 (31)	.049
15-16	67.5 (31)	63.8 (31)	54.9 (28)	57.0 (31)	52.8 (30)	53.3 (31)	.048
16-16	N/A	N/A	47.7 (6)	100.8 (30)	64.0 (27)	59.2 (31)	.053
3-21-1-25*	78.2 (31)	74.5 (31)	62.6 (28)	64.8 (31)	58.2 (30)	58.1 (31)	.052
3-21-1	64.8 (31)	61.6 (31)	53.7 (28)	56.1 (31)	54.4 (30)	55.0 (31)	.049
4-21-1	79.5 (30)	69.5 (31)	54.4 (28)	55.3 (31)	49.5 (30)	47.4 (31)	.042
5-21-1	N/A	N/A	12.8 (2)	192.4 (31)	110.0 (27)	91.6 (29)	.082
6-21-1	76.4 (31)	55.6 (31)	38.8 (26)	45.9 (31)	39.8 (30)	39.4 (31)	.035
7-21-1	80.0 (25)	89.4 (29)	62.5 (27)	66.9 (31)	58.0 (29)	58.1 (31)	.052
8-21-1	60.3 (31)	55.5 (31)	46.0 (28)	49.8 (30)	47.5 (30)	47.5 (31)	.042
9-21-1	93.4 (31)	79.1 (31)	65.2 (28)	65.4 (31)	55.2 (30)	61.6 (31)	.055
4-21-2	N/A	N/A	N/A	213.0 (30)	114.9 (24)	107.5 (30)	.096
5-21-2	110.6 (31)	86.9 (31)	71.3 (28)	74.4 (30)	66.1 (30)	62.9 (31)	.056
TOTAL PRO.							1120.54 1.001

.195

WASKADA UNIT #16 (Cont.)
**LAm A POOL
03 29A**
WASKADA FIELD

OIL WATER	Cum.Prod. Dec. 31/90 m ³	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sep.	Oct.	Nov.	Dec.	MAY Daily m ³	1991 Y.T.D. m ³	Cum. Total m ³
ENRON OIL CANADA LTD. (Cont.)																
09 -09-02-25	7031.1	193.0	169.8	184.4	177.2	187.0								6.03	911.4	7942.5
	123.8	4.0	3.7	3.1	1.9	1.7									14.4	138.2
15 -09-02-25	2085.7	34.1	30.8	34.8	36.1	37.4								1.21	173.2	2258.9
	149.3	0.6	0.4	0.4	0.2	0.2									1.8	151.1
04 -10-02-25	1164.5	26.1	22.7	25.0	23.5	24.9								0.80	122.2	1286.7
Prov.	132.7	3.0	2.8	3.1	2.9	3.2									15.0	147.7
12 -10-02-25	7046.6	156.1	110.7	133.3	134.1	138.0								4.60	672.2	7718.8
Prov.	134.4	6.7	2.9	4.7	3.0	2.6									19.9	154.3
13 -10-02-25	4439.8	94.5	87.2	89.2	82.9	92.0								2.97	445.8	4885.6
Prov.	105.3	4.0	3.8	3.1	1.6	1.6									14.1	119.4
14 -10-02-25	1348.2	18.2	14.3	14.5	11.6	11.4								0.38	70.0	1418.2
Prov.	455.9	0.6	0.2	0.2	—	—									1.0	456.9
PREVIOUS PRODUCERS	13081.8 4914.8															13081.8 4914.8
WASKADA UNIT #16	132191.5 35349.2		2008.0 1575.9		2088.5 777.0											142887.0 41547.8
TOTAL OIL		2252.9		2181.0		2165.1									10695.5	
TOTAL WATER		1788.0		1332.4		725.3									6198.6	

CHEVRON CANADA RESOURCES LIMITED

09 -07-01-25	1567.0	3.4	2.7	3.3	2.9	0.7								0.04	13.0	1580.0
	32575.9	67.3	54.7	61.0	57.0	25.5									265.5	32841.4

ENRON OIL CANADA LTD.

06 -16-01-25	—	—	98.8	97.9	90.4	74.4								2.40	361.5	361.5
Prov.(02/17)	—	—	25.5	25.3	22.7	18.3									91.8	91.8
07 -16-01-25	677.5	108.9	73.4	63.8	74.4	67.9								2.34	388.4	1065.9
	101.1	11.9	7.9	7.2	8.1	7.7									42.8	143.9
10 -16-01-25	391.0	155.9	114.7	109.0	99.6	93.0								3.10	572.2	963.2
	42.7	17.3	12.6	12.5	11.1	10.1									63.6	106.3
11 -16-01-25	1358.5	70.7	58.1	62.8	60.9	61.5								1.98	314.0	1672.5
Prov.	177.7	7.6	6.1	6.7	6.6	6.7									33.7	211.4
12 -16-01-25	234.3	70.6	53.9	47.8	50.9	46.6								1.50	269.8	504.1
Prov.	128.1	38.2	29.0	25.7	26.9	25.2									145.0	273.1
13 -16-01-25	—	—	59.3	89.7	59.7	54.7								1.76	263.4	263.4
Prov.(02/20)	—	—	15.0	41.9	31.7	28.6									117.2	117.2
14 -16-01-25	576.1	66.8	56.0	59.5	53.5	55.2								1.78	291.0	867.1
Prov.	86.1	7.1	6.0	6.1	6.3	6.4									31.9	118.0
15 -16-01-25	960.9	63.8	54.9	57.0	52.8	53.3								1.72	281.8	1242.7
	375.8	27.3	23.0	24.7	22.7	22.8									120.5	496.3
16 -16-01-25	—	—	47.7	100.8	64.0	59.2								1.91	271.7	271.7
(02/22)	—	—	14.9	19.1	12.1	9.8									55.9	55.9
02 -21-01-25	629.8	74.5	62.6	64.8	58.2	58.1								1.87	318.2	948.0
	112.0	8.2	6.6	6.8	7.2	6.5									35.3	147.3
03 -21-01-25	876.0	61.6	53.7	56.1	54.4	55.0								1.77	280.8	1156.8
	242.6	15.2	13.6	14.3	13.8	13.6									70.5	313.1
04 -21-01-25	239.0	69.5	54.4	55.3	49.5	47.4								1.53	276.1	515.1
	61.4	17.5	13.6	13.8	12.5	12.0									69.4	130.8

**LAm A POOL
03 29A**

WASKADA FIELD

OIL WATER	Cum.Prod. Dec.31/90 m ³	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sep.	Oct.	Nov.	Dec.	MAY Daily m ³	1991 Y.T.D. m ³	Cum. Total m ³
ENRON OIL CANADA LTD. (Cont.)																
05 -21-01-25	—	—	12.8	192.4	110.0	91.6								3.16	406.8	406.8
(02/27)	—	—	5.5	58.3	31.2	30.8									125.8	125.8
06 -21-01-25	132.6	55.6	38.8	45.9	39.8	39.4								1.27	219.5	352.1
	57.2	23.8	16.5	19.7	17.3	16.6									93.9	151.1
10 -21-01-25	283.4	89.4	62.5	66.9	58.0	58.1								1.87	334.9	618.3
	70.9	22.2	15.6	16.6	14.4	15.0									83.8	154.7
11 -21-01-25	482.3	55.5	46.0	49.8	47.5	47.5								1.53	246.3	728.6
	121.4	13.4	11.4	13.4	11.9	12.1									62.2	183.6
12 -21-01-25	268.7	79.1	65.2	65.4	55.2	61.6								1.99	326.5	595.2
	220.0	64.9	53.2	52.9	44.9	49.7									265.6	485.6
14 -21-01-25	—	—	—	213.0	114.9	107.5								3.58	435.4	435.4
(03/02)	—	—	—	46.9	26.7	26.9									100.5	100.5
15 -21-01-25	207.7	86.9	71.3	74.4	66.1	62.9								2.03	361.6	569.3
	53.0	21.3	17.6	20.1	16.8	15.9									91.7	144.7
02 -28-01-25	329.8	125.1	84.5	87.7	82.2	82.7								2.67	462.2	792.0
Prov.	81.2	31.3	21.2	21.6	20.9	20.5									115.5	196.7
07 -28-01-25	2 409.7	35.3	29.9	32.8	32.7	31.5								1.02	162.2	2 571.9
Prov.	393.5	5.5	4.3	5.5	5.0	5.3									25.6	419.1
12 -03-02-25	273.9	40.3	36.3	38.7	37.5	36.9								1.19	189.7	463.6
	774.9	198.5	177.7	158.3	90.5	84.1									709.1	1 484.0
13 -03-02-25	2 418.9	88.5	81.0	88.8	78.7	82.8								2.67	419.8	2 838.7
	97.2	4.9	4.4	3.1	1.7	1.7									15.8	113.0
14 -03-02-25	857.4	45.5	37.5	37.5	46.8	41.2								1.33	208.5	1 065.9
	184.0	5.0	3.9	3.3	2.7	2.1									17.0	201.0
15 -03-02-25	278.4	30.7	28.4	30.5	26.0	9.1								1.82	124.7	403.1
	59.7	7.7	7.2	7.4	6.4	2.3									31.0	90.7
02 -10-02-25	508.5	61.2	50.2	53.0	34.9	21.7								4.34	221.0	729.5
	33.9	6.6	2.7	2.9	2.1	1.1									15.4	49.3
03 -10-02-25	1 740.5	59.7	66.4	73.0	68.4	71.8								2.32	339.3	2 079.8
Prov.	770.0	42.0	46.5	43.0	23.8	23.3									178.6	948.6
06 -10-02-25	1 432.1	36.1	52.1	53.1	50.4	28.2								1.76	219.9	1 652.0
Prov.	1 918.8	93.1	134.0	114.2	64.0	35.8									441.1	2 359.9
07 -10-02-25	1 441.4	116.9	100.9	107.6	104.2	103.4								3.34	533.0	1 974.4
	1 536.7	164.9	142.0	126.0	72.1	67.4									572.4	2 109.1
08 -10-02-25	327.2	34.5	29.5	30.6	29.0	28.9								0.93	152.5	479.7
	94.1	11.2	9.6	10.2	9.2	9.4									49.6	143.7
09 -10-02-25	2 072.0	143.6	135.8	141.5	138.0	139.8								4.51	698.7	2 770.7
	95.0	3.1	4.2	3.0	1.8	2.0									14.1	109.1
10 -10-02-25	1 364.0	59.5	58.9	60.0	49.8	58.2								1.94	286.4	1 650.4
	181.7	13.7	13.7	11.7	5.7	6.3									51.1	232.8
11 -10-02-25	2 748.3	53.0	53.8	61.2	59.6	69.0								2.23	296.6	3 044.9
Prov.	89.3	1.2	1.3	1.0	0.5	0.6									4.6	93.9
15 -10-02-25	1 621.8	95.3	67.4	67.0	77.5	82.8								2.86	390.0	2 011.8
	212.6	22.3	15.8	13.1	8.9	9.1									69.2	281.8
16 -10-02-25	3 359.4	188.5	215.1	237.1	252.1	244.3								9.40	1 137.1	4 496.5
	243.7	69.2	24.5	4.8	5.1	2.7									106.3	350.0
03 -14-02-25	3 566.8	252.9	245.4	256.8	249.0	254.9								12.14	1 259.0	4 825.8
	155.5	13.2	12.9	13.6	13.8	13.2									66.7	222.2
04 -14-02-25	651.5	27.5	24.0	26.4	23.9	24.5								0.79	126.3	777.8
	153.6	6.6	5.7	6.6	6.0	6.1									31.0	184.6
06 -14-02-25	38.1	—	—	—	—	—									—	38.1
	81.9	—	—	—	—	—									—	81.9
12 -14-02-25	1 266.8	187.5	170.3	184.2	167.8	153.9								6.41	863.7	2 130.5
	67.9	9.7	9.0	9.4	9.6	8.2									45.9	113.8