



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

November 27, 2014

Waskada Unit No. 18  
Royalty Interest Owners  
(Addressee List Attached)

**RE: NOTICES OF ASSIGNMENTS OF UNIT INTEREST  
RESIGNATION OF OPERATOR AND APPOINTMENT OF SUCCESSOR OPERATOR  
WASKADA UNIT NO. 18 EFFECTIVE OCTOBER 1, 1991  
EOG RESOURCES CANADA INC. TO EOGR INVESTMENTS ULC AND  
EOGR INVESTMENTS ULC TO TUNDRA OIL & GAS PARTNERSHIP  
EOG FILE: UNT16.102**

Firstly, pursuant to an Agreement of Purchase and Sale dated November 4, 2014, EOG Resources Canada Inc. has transferred and conveyed its entire interest in the Waskada Unit No. 18 to EOGR Investments ULC effective 07:59 AM on October 1, 2014.

Secondly, pursuant to an Agreement of Purchase and Sale dated November 7, 2014, EOGR Investments ULC has transferred and conveyed its entire interest in the Waskada Unit No. 18 to Tundra Oil & Gas Partnership effective 08:00 AM on October 1, 2014.

Enclosed please find the following:

1. Assignments of Unit Interests to evidence the transactions
2. Execution pages to Unit Agreement and the Unit Operating Agreement
3. Exhibit A (Pgs 1 & 2, Rev 3; Pg 3, Rev 5; Pg 4, Rev 6) and Exhibit D Revision No. 2 effective October 1, 2014
4. Exhibit A (Pgs 1 & 2, Rev 4; Pg 3, Rev 6; Pg 4, Rev 7) and Exhibit D Revision No. 3 effective October 1, 2014

EOG Resources Canada Inc. hereby resigns as Operator. Tundra Oil & Gas Partnership, as 100% working interest owner, has agreed to be the successor Operator of the Waskada Unit No. 18 effective October 1, 2014.

EOG Resources Canada Inc. has done the production reporting and paid the royalties for the production month of October. Tundra Oil & Gas Partnership will be doing the production reporting and will be paying the royalties for the production month of November.

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

Yours truly,

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

Terri Currie, P. Eng.  
Joint Venture Engineer

/lg

Enclosure

cc: EOGR Investments ULC

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

**Addressee List**

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

A.J.R. Holdings Ltd.  
24233 West Bluff Drive  
Calgary, Alberta  
T3Z 3N9

Radcliffe Enterprises Ltd.  
Box 166  
Waskada, Manitoba  
R0M 2E0

Catherine M. Marlin  
Trustee for the Estate of  
Helen Madeline Belden  
[REDACTED]

The Estate of Dorothy M. Vasey  
106 - 685 Warde Avenue  
Winnipeg, Manitoba  
R2N 4H8

McGregor Royalties Ltd.  
319 Kirkbridge Drive  
Winnipeg, Manitoba  
R3T 5N6

Mr. Frederick [REDACTED] Westcott  
[REDACTED]

Mr. Blayne [REDACTED] Temple  
[REDACTED]

6320309 Manitoba Ltd.  
120 Oakhampton Place SW  
Calgary, Alberta  
T2V 4B2

6320317 Manitoba Ltd.  
161 Lynx Crescent  
Brandon, Manitoba  
R7B 3R6

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

Ms. Joyce [REDACTED] Vasey  
c/o Paul J. Vasey  
[REDACTED]

Computershare Trust Company of Canada  
**Attention: Oil Royalties Dept**  
710, 530 - 8<sup>th</sup> Avenue, S.W.  
Calgary, Alberta  
T2P 3S8

## ASSIGNMENT OF UNIT INTEREST

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

BETWEEN:

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

- and -

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

WHEREAS:

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

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

1. Assignor hereby assigns, transfers, sets over and conveys unto Assignee, effective as of 07:59 AM on the 1st day of October, 2014 (the "Effective Date"), the Unit Interest, to have and to hold the same for its sole use and benefit absolutely.
2. The Assignee accepts the assignment as of the Effective Date and agrees that it shall be bound by, observe and perform all the covenants and undertakings of Assignor in the Agreement; PROVIDED THAT nothing herein contained shall be construed as a release of the Assignor from any obligations or liabilities under the Agreement, which obligations or liabilities accrued prior to the Effective Date.
3. The covenants, representations, warranties and indemnities contained in the Governing Agreement are incorporated herein as fully and effectively as if they were set out herein and there shall not be any merger of any covenant, representation, warranty or indemnity contained in the Governing Agreement by virtue of the execution and delivery hereof, any rule of law, equity or statute to the contrary notwithstanding.
4. Assignee expressly acknowledges that from and after the Effective Date of this Agreement in all matters relating to the interest assigned herein including but not limited to all accounting, conduct of operations and disposition of production thereunder), Assignor has been acting as trustee for and as the duly appointed agent of Assignee and Assignee expressly ratifies, adopts and confirms all acts or omissions of Assignor in its capacity as trustee or agent, to the end that all such acts or omissions shall for all purposes be construed as made or done by Assignee, all in connection with the interest assigned herein.

5. Nothing herein contained shall be construed as a release of Assignor from any obligation or liability under the Agreement which obligation or liability had accrued prior to the Effective Date hereof, saving and excepting only any obligation to give prior notice to any third party of the proposed disposition by Assignor to Assignee
6. If any term or provision hereof should conflict with any term or provision of the Governing Agreement, the term or provision of the latter shall prevail and this Agreement shall at all times be read subject to all terms and conditions of the Governing Agreement.
7. The assignment and conveyance effected by this Agreement is made with full right of substitution and subrogation of Assignee in and to all covenants, representations, warranties and indemnities previously given or made by others in respect of the Unit Interest or any part thereof.
8. The address for service of Assignee is:  
  
EOGR Investments ULC  
1300, 700 - 9th Avenue S.W.  
Calgary, Alberta  
T2P 3V4  
  
Attention: Joint Venture Department  
Fax: (403) 297-9199
9. This Agreement shall, in all respects, be subject to, interpreted, construed and enforced in accordance with and under the laws of the Province of Alberta and applicable laws of Canada and shall, in all respects, be treated as a contract made in the Province of Alberta. The parties hereto irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of Alberta and courts of appeal therefrom in respect of all matters arising out of or in connection with this Agreement.
10. This Agreement shall be binding upon and shall enure to the benefit of each of the parties hereto and their respective administrators, trustees, receivers, successors and assigns.

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

EOG RESOURCES CANADA INC.



Bill Orchard  
Vice President Business Development

EOGR INVESTMENTS ULC



Bill Orchard  
Vice President Business Development

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

**Unit Agreement**

Waskada Unit No. 18 effective October 1, 1991

**Unit Participation**

Undivided 100.000% interest, being 100% of Assignor's interest therein

**Assignor File No.**

UNT16.102

**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.

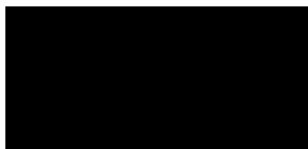
**1504. Notice to Royalty Owners**

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: October 1, 2014

EOGR INVESTMENTS ULC



Bill Orchard

Vice President Business Development

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: **EOGR INVESTMENTS ULC**

Address: 300, 700 – 9<sup>th</sup> Avenue, SW  
Calgary, Alberta  
T2P 3V4

Date: October 1, 2014



Bill Orchard  
Vice President Business Development

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

## ASSIGNMENT OF UNIT INTEREST

THIS AGREEMENT made as of the 1<sup>st</sup> day of December, 2014.

BETWEEN:

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

- and -

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

WHEREAS:

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

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

1. Assignor hereby assigns, transfers, sets over and conveys unto Assignee, effective as of 08:00 AM on the 1st day of October, 2014 (the "Effective Date"), the Unit Interest, to have and to hold the same for its sole use and benefit absolutely.
2. The Assignee accepts the assignment as of the Effective Date and agrees that it shall be bound by, observe and perform all the covenants and undertakings of Assignor in the Agreement; PROVIDED THAT nothing herein contained shall be construed as a release of the Assignor from any obligations or liabilities under the Agreement, which obligations or liabilities accrued prior to the Effective Date.
3. The covenants, representations, warranties and indemnities contained in the Governing Agreement are incorporated herein as fully and effectively as if they were set out herein and there shall not be any merger of any covenant, representation, warranty or indemnity contained in the Governing Agreement by virtue of the execution and delivery hereof; any rule of law, equity or statute to the contrary notwithstanding.
4. Assignee expressly acknowledges that from and after the Effective Date of this Agreement in all matters relating to the interest assigned herein including but not limited to all accounting, conduct of operations and disposition of production thereunder, Assignor has been acting as trustee for and as the duly appointed agent of Assignee and Assignee expressly ratifies, adopts and confirms all acts or omissions of Assignor in its capacity as trustee or agent, to the end that all such acts or omissions shall for all purposes be construed as made or done by Assignee, all in connection with the interest assigned herein.

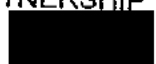




5. Nothing herein contained shall be construed as a release of Assignor from any obligation or liability under the Agreement which obligation or liability had accrued prior to the Effective Date hereof, saving and excepting only any obligation to give prior notice to any third party of the proposed disposition by Assignor to Assignee
6. If any term or provision hereof should conflict with any term or provision of the Governing Agreement, the term or provision of the latter shall prevail and this Agreement shall at all times be read subject to all terms and conditions of the Governing Agreement.
7. The assignment and conveyance effected by this Agreement is made with full right of substitution and subrogation of Assignee in and to all covenants, representations, warranties and indemnities previously given or made by others in respect of the Unit Interest or any part thereof.
8. The address for service of Assignee is:  
  
Tundra Oil & Gas Partnership  
1700, One Lombard Place  
Winnipeg, Manitoba  
R3B 0X3  
  
Attention: Joint Venture Department  
Fax: (204) 934-5820
9. This Agreement shall, in all respects, be subject to, interpreted, construed and enforced in accordance with and under the laws of the Province of Alberta and applicable laws of Canada and shall, in all respects, be treated as a contract made in the Province of Alberta. The parties hereto irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of Alberta and courts of appeal therefrom in respect of all matters arising out of or in connection with this Agreement.
10. This Agreement shall be binding upon and shall enure to the benefit of each of the parties hereto and their respective administrators, trustees, receivers, successors and assigns.

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

EOGR INVESTMENTS ULC

Per:   
Bill Orchard  
Per: Vice President Business Development

TUNDRA OIL & GAS PARTNERSHIP  
By its managing partner   
Tundra Oil & Gas Limited 

Per:   
Glenn Ross  
Vice President, Land  
Tundra Oil & Gas Partnership

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

Unit Agreement

Waskada Unit No. 18 effective October 1, 1991

Unit Participation

Undivided 100.000% interest, being 100% of Assignor's interest therein

Assignor File No.

UNT16.102

1503. Salvaging Equipment Upon Termination

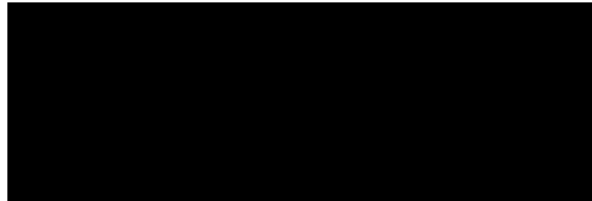
The Royalty Owners grant the Working Interest Owners the right for a period of six (6) months after termination of this Agreement to salvage, sell, distribute or otherwise dispose of the personal property and facilities used in connection with unit operations.

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: December 1, 2014



Glenn Ross  
Vice President, Land  
Tundra Oil & Gas Partnership

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:

Tundra Oil & Gas Partnership

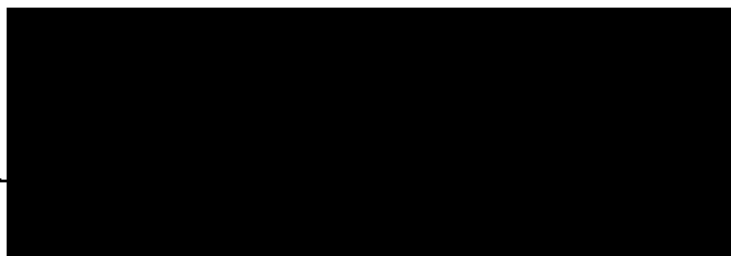
Address:

1700 - One Lombard Place

Winnipeg MB R3B 0X3

Date:

December 1, 2014



Glenn Ross  
Vice President, Land  
Tundra Oil & Gas Partnership

This is the execution page to an agreement entitled  
"Unit Operating 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	6.84249	EOGR	100.00	6.84249
2	10-16-1-25 WPM	A.J.R. & Radcliffe	9.01046	EOGR	100.00	9.01046
3	11-16-1-25 WPM	Crown	7.66005	EOGR	100.00	7.66005
4	12-16-1-25 WPM	Crown	4.79255	EOGR	100.00	4.79255
5	13-16-1-25 WPM	Crown	5.26061	EOGR	100.00	5.26061
6	14-16-1-25 WPM	Crown	6.17277	EOGR	100.00	6.17277
7	15-16-1-25 WPM	A.J.R. & Radcliffe	6.91644	EOGR	100.00	6.91644
8	16-16-1-25 WPM	A.J.R. & Radcliffe	4.84765	EOGR	100.00	4.84765
9	2-21-1-25 WPM	Marlin, CM Vasey, CM	5.64667	EOGR	100.00	5.64667

Revision #3

Effective: October 1, 2014

EOG Resources Canada Inc. assigned to EOGR Investments ULC

<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	EOGR	100.00	5.03116
11	4-21-1-25 WPM	Trust	3.65682	EOGR	100.00	3.65682
12	5-21-1-25 WPM	Trust	5.17618	EOGR	100.00	5.17618
13	6-21-1-25 WPM	Trust	3.41281	EOGR	100.00	3.41281
14	10-21-1-25 WPM	Temple	5.18456	EOGR	100.00	5.18456
15	11-21-1-25 WPM	6320309	2.571895	EOGR	100.00	2.571895
16	12-21-1-25 WPM	6320317	2.571895			2.571895
		6320309	2.511975	EOGR	100.00	2.511975
17	14-21-1-25 WPM	6320317	2.511975			2.511975
		6320309	2.57232	EOGR	100.00	2.57232
18	15-21-1-25 WPM	6320317	2.57232			2.57232
		Temple	5.07640	EOGR	100.00	5.07640
TOTAL:			100.00000			100.00000

Revision #3  
 Effective: October 1, 2014  
 EOG Resources Canada Inc. assigned to EOGR Investments ULC

**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 Red Beds by EOGR.
- (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 Red Beds by EOGR.

Revision #5:  
Effective October 1, 2014  
EOG Resources Canada Inc. assigned to EOGR Investments ULC

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.
Crown	Her Majesty the Queen, in the Right of the Province of Manitoba
EOGR	EOGR Investments ULC
Marlin, CM	Catherine M. Marlin, Trustee for the Estate of Helen Madeline Belden
Radcliffe	Radcliffe Enterprises Ltd.
Red Beds	Red Beds Resources Limited
6320309	6320309 Manitoba Ltd.
6320317	6320317 Manitoba Ltd.
Temple	Blayne [REDACTED] Temple
Trust	Computershare Trust Company of Canada
Vasey, DM	Estate of Dorothy M. Vasey

Revision #6  
Effective October 1, 2014  
EOG Resources Canada Inc. assigned to EOGR Investments ULC



EXHIBIT "D"

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

PARTICIPATIONS OF WORKING INTEREST OWNERS

<u>Owner</u>	<u>Unit Participation</u>
EOGR Investments ULC	100.00000%

Revision #2: October 1, 2014  
EOG Resources Canada Inc. assigned to EOGR Investments ULC

EXHIBIT "A"

ATTACHED TO AND FORMING PART OF AN AGREEMENT ENTITLED  
"UNIT AGREEMENT - WASKADA UNIT NO. 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	TUNDRA	100.00	6.84249
2	10-16-1-25 WPM	A.J.R. & Radcliffe	9.01046	TUNDRA	100.00	9.01046
3	11-16-1-25 WPM	Crown	7.66005	TUNDRA	100.00	7.66005
4	12-16-1-25 WPM	Crown	4.79255	TUNDRA	100.00	4.79255
5	13-16-1-25 WPM	Crown	5.26061	TUNDRA	100.00	5.26061
6	14-16-1-25 WPM	Crown	6.17277	TUNDRA	100.00	6.17277
7	15-16-1-25 WPM	A.J.R. & Radcliffe	6.91644	TUNDRA	100.00	6.91644
8	16-16-1-25 WPM	A.J.R. & Radcliffe	4.84765	TUNDRA	100.00	4.84765
9	2-21-1-25 WPM	Marlin, CM Vasey, CM	5.64667	TUNDRA	100.00	5.64667

Revision #4

Effective: October 1, 2014

EOGR Investments ULC assigned to Tundra Oil & Gas Partnership

<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	TUNDRA	100.00	5.03116
11	4-21-1-25 WPM	Trust	3.65682	TUNDRA	100.00	3.65682
12	5-21-1-25 WPM	Trust	5.17618	TUNDRA	100.00	5.17618
13	6-21-1-25 WPM	Trust	3.41281	TUNDRA	100.00	3.41281
14	10-21-1-25 WPM	Temple	5.18456	TUNDRA	100.00	5.18456
15	11-21-1-25 WPM	6320309	2.571895	TUNDRA	100.00	2.571895
		6320317	2.571895			2.571895
16	12-21-1-25 WPM	6320309	2.511975	TUNDRA	100.00	2.511975
		6320317	2.511975			2.511975
17	14-21-1-25 WPM	6320309	2.57232	TUNDRA	100.00	2.57232
		6320317	2.57232			2.57232
18	15-21-1-25 WPM	Temple	5.07640	TUNDRA	100.00	5.07640
TOTAL:			100.00000			100.00000

Revision #4  
 Effective: October 1, 2014  
 EOGR Investments ULC assigned to Tundra Oil & Gas Partnership

**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 Red Beds by Tundra.
- (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 Red Beds by Tundra.

Revision #6:

Effective October 1, 2014

EOGR Investments ULC assigned to Tundra Oil & Gas Partnership

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.
Crown	Her Majesty the Queen, in the Right of the Province of Manitoba
Tundra	Tundra Oil & Gas Partnership
Marlin, CM	Catherine M. Marlin, Trustee for the Estate of Helen Madeline Belden
Radcliffe	Radcliffe Enterprises Ltd.
Red Beds	Red Beds Resources Limited
6320309	6320309 Manitoba Ltd.
6320317	6320317 Manitoba Ltd.
Temple	Blayne [REDACTED] Temple
Trust	Computershare Trust Company of Canada
Vasey, DM	Estate of Dorothy M. Vasey

Revision #7  
Effective October 1, 2014  
EOGR Investments ULC assigned to Tundra Oil & Gas Partnership

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>
Tundra Oil & Gas Partnership	100.000000%

Revision #3: October 1, 2014

EOGR Investments ULC assigned to Tundra Oil & Gas Partnership