

UNIT AGREEMENT

WASKADA UNIT NO. 4

Table of Contents

Article		Page
I	DEFINITIONS	1
II	EXHIBITS	3
III	UNITIZATION AND EFFECT	4
IV	AUTHORITY TO WORKING INTEREST OWNERS	6
V	INCLUSION AND QUALIFICATION OF TRACTS	7
VI	TRACT PARTICIPATION	8
VII	ALLOCATION OF UNITIZED SUBSTANCES PRODUCED	8
VIII	USE, LOSS AND STORAGE OF UNITIZED SUBSTANCES	11
IX	ENLARGEMENT OF UNIT AREA	11
X	DISPUTES	14
XI	APPROVAL OF TITLES	15
XII	TRANSFER OF INTEREST	16
XIII	IN GENERAL	17
XIV	EFFECTIVE DATE	19
XV	TERM	20

UNIT AGREEMENT

WASKADA UNIT NO. 4

WHEREAS the Parties own Royalty Interests and Working Interests,
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) "Excepted Zone" means the Mission Canyon Formation within a Tract opposite which it is from time to time listed in the Excepted Zones column in Exhibit "A";
- (d) "Lease" means an instrument granting a Working Interest in the Unitized Zone;
- (e) "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;

- (f) "Party" means a person who is bound by this agreement;
- (g) "Petroleum Substances" means petroleum, natural gas and other hydrocarbons (except coal) or any of them, and all substances associated therewith;
- (h) "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;
- (i) "Royalty Owner" means a Party owning a Royalty Interest;
- (j) "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;
- (k) "Tract" means a parcel of land described and given a Tract number in Exhibit "A";
- (l) "Tract Participation" means the percentage allotted to a Tract and set forth in Exhibit "A";
- (m) "Unit Area" means the lands described in Exhibit "A";
- (n) "Unit Operator" means the person who is so designated under the Unit Operating Agreement;
- (o) "Unit Operating Agreement" means the agreement entitled "Unit Operating Agreement - Waskada Unit No. 4" entered into by the Working Interest Owners;
- (p) "Unitized Zone" means the Lower Amaranth Formation within the Unit Area, excepting the Excepted Zone:

- (q) "Unitized Substances" means Petroleum Substances in or obtained from the Unitized Zone;
- (r) "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;
- (s) "Working Interest Owner" means a Party owning a Working Interest;
- (t) "Minister" means the member of the Executive Council charged by the Lieutenant Governor in Council with the administration of The Mines Act;
- (u) "Lower Amaranth Formation" means the formation exemplified by the geological section occurring between the induction electric log depths of 889.8 m and 924.4 m, as measured from the Lilly Bushing at Omega Waskada 15-24-1-26 WPM 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 Excepted Zones, the names of the owners of the Working Interest and their respective shares of the Working Interest, together with the names of the Royalty Owners 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 induction electric log referred to in Subclause 101(u) hereof.

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 data used in establishing Tract Participations shall not be re-evaluated.

204. Effective Time

Any corrected exhibit prepared on or before the Effective Date or within 90 days thereafter shall be effective on the Effective Date. Any corrected exhibit prepared after the said 90 days shall be effective at 8:00 a.m. on the first 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, Manitoba) with 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.

304. 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.4 ".

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 Tract 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 Unit Operator any of the rights and powers herein or otherwise granted to them.

403. 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

01. 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:

- (a) before the Effective Date; or
- (b) on or within 90 days after the Effective Date.

02. 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 100 per cent of the Working Interest therein have become Parties and parties to the Unit Operating Agreement and owners of 100 per cent of the Royalty Interest therein have become Parties; or
- (b) owners of 100 per cent of the Working Interest therein have become Parties and parties to the Unit Operating Agreement and owners of less than 100 per cent 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 such 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 Interests 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 sub-clause (a) or (b) of this clause.

503. Revision of Exhibits

Within 120 days after the Effective Date the exhibits shall be revised, if necessary, to set out only those Tracts included in the Unit Area under this Article. The revised Exhibit "A" shall set forth the Tract Participations of the Tracts recalculated on the same basis and using the same data as that used in the calculation of Tract Participations in the original Exhibit "A" and so that their summation is 100 per cent. The exhibits as so revised shall be effective as of the Effective Date.

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 Tract

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 a Working Interest Owner to make royalty payments on Unitized Substances under the Lease agreement or other 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. In calculating royalty on residue gas, sulphur and fluid hydrocarbons, or any of them, obtained by processing Unitized Substances, other than crude oil, by compression, absorption or other plant extraction or stabilization, proper allowances shall be made for costs, expenses and charges, including a reasonable return on investment, incurred in or attributable to gathering and processing the Unitized Substances.

704. 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 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 operations 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 Lateral Enlargement

After the expiry of 90 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 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. Application for Vertical Enlargement

After the expiry of 90 days from the Effective Date, if an owner of a Working Interest in an Excepted Zone indicated to be potentially productive of Petroleum Substances makes application therefor, the Working Interest Owners may, upon such terms and conditions as they may determine, approve the inclusion of said Excepted Zone into the Unitized Zone. If the Excepted Zone to be added qualifies under clause 502, the Unitized Zone shall be enlarged to include it and Exhibit "A" shall be amended so as:

- (a) to except the Excepted Zone from the land description of the Tract to which the said Excepted Zone formerly related;
- (b) to add a new Tract having a land description the same as the Tract to which the said Excepted Zone formerly related but restricted to the said Excepted Zone; and
- (c) to remove from the Excepted Zone column reference to said Excepted Zone opposite the Tract to which said Excepted Zone formerly related.

Even though an owner of a Royalty Interest in an Excepted Zone approved hereunder for inclusion into the Unitized Zone is a Party, the Excepted Zone shall not qualify for inclusion into the Unitized Zone unless the owner again executes and delivers a counterpart of this agreement to Unit Operator or the Excepted Zone otherwise qualifies pursuant to subclause (b) or (c) of clause 502.

The owner of a Working Interest in an Excepted Zone approved hereunder for inclusion into the Unitized Zone who is a Party and has made or joined in the application for the inclusion of said Excepted Zone need not again execute this agreement.

903. Adjustment of Tract Participation

The Tract Participation of each Tract added pursuant to clause 901 or 902 shall be determined by the Working Interest Owners. The Tract Participations 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 100 per cent.

904. Exhibits

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

905. Effective Time of Enlargement

An enlargement pursuant to clause 901 or clause 902 and an adjustment of Tract Participations under this Article shall become effective at 8:00 a.m. on the first day of the first calendar month following approval of admission under clause 901 or inclusion under clause 902, as the case may be, Tract qualification under clause 502 and approval of the Conservation Board.

906. 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 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 judgment 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 recommended 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 8:00 a.m. on the first 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 in 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 100 per cent. The revised exhibits shall be effective as of 8:00 a.m. on the first 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, 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 the acquiring parties who are not Parties have executed and delivered to Unit Operator counterparts of this agreement, and the parties thereto have each given notice thereof to Unit Operator. 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 8:00 a.m. on the first day of the calendar month next following the calendar month in which the notice is received by Unit Operator.

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 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. 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 official time of the first day of the first calendar month following 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 Manitoba of the Effective Date and of the Tract 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 first day of October, 1984.

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, but if a proposed Tract is not included in the Unit Area under Article V, the parties owning interest therein shall be completely released from the agreement with respect to it upon the expiration or 90 days after the Effective Date.

1502. Termination

This agreement terminates 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 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 30 days thereafter.

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

Date: JANUARY 11/84

BEZ awada
WITNESS

Wilson D. Krassick
Minister of Energy and Mines

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF)
To Wit:)

I, _____
of _____ in the Province of _____,
make oath and say:

1. THAT I was personally present and did see _____
_____ named in the within instrument, who is (are)
personally known to me to be the person(s) named therein, duly sign, seal and execute
the same for the purposes named therein.

2. THAT the same was executed at _____ in the
Province of _____, and that I am the subscribing witness
thereto.

3. THAT I know the said _____
and he (or she) is (or they are each) in my belief of the full age of eighteen
years.

SWORN before me at _____)
in the Province of _____ this _____)
_____ day of _____ A.D. 19____)

A Commissioner for Oaths _____ the Province)
of _____

My Appointment Expires December 31st, 19 _____

UNIT NO. 4

LIST OF ABBREVIATIONS

Working Interest Owners

Omega	Omega Hydrocarbons Ltd.
Andex	Andex Oil Co. Ltd.
K-Tel	K-Tel Petroleum Ltd.

Royalty Interest Owners

Marvin D. Allison	Marvin D. Allison
Canada Permanent	Canada Permanent Trust Company
Canada Trust Co.	Canada Trust Company
Manitoba Dept. of Energy & Mines	Department of Energy and Mines Winnipeg, Manitoba
Gulch Resources	Gulch Resources Ltd.
Francana	Francana Oil & Gas Ltd.
A. I. Hainsworth	Arthur Irwin Hainsworth
J. W. Hainsworth	John Wilfred Hainsworth
E. M. Hainsworth	Elizabeth Maude Hainsworth
M. K. Hainsworth	Mabel Kathleen Hainsworth
Kaiser Oil Ltd.	Kaiser Oil Ltd.
G. F. McArthur	George Franklin McArthur
E. A. McGregor	Edmund Albert McGregor
M. E. McGregor	Mary Elizabeth McGregor
Page	Page Petroleum Ltd.
Petroventures	Petroventures Resources Ltd.
Reston Resources	Reston Resources Ltd.
J. Spellisey	John Spellisey
Shell	Shell Canada Resources Ltd.

EXHIBIT "A"

**Attached to and made part of an Agreement entitled
"Unit Agreement - Waskada Unit No. 4"**

Tract Participations

In this Exhibit the names of the Parties have been abbreviated as follows:

<u>Abbreviation</u>	<u>Party</u>
Omega	Omega Hydrocarbons Ltd.
Sabre	Sabre Petroleums Ltd.
M.D. Allison	Marvin D. Allison
Amoco	Amoco Canada Resources Ltd.
Canada Trust	The Canada Trust Company
Crown	Department of Energy and Mines Winnipeg, Manitoba
Consolidated	Consolidated Trans-Canada Resources Ltd.
Sceptre	Sceptre Resources Limited
A.I. Hainsworth	Arthur Irwin Hainsworth
J.W. Hainsworth	John Wilfred Hainsworth (In Trust)
Bran Van	Bran Van Enterprises Ltd.
E.A. McGregor	Edmund Albert McGregor
M.E. McGregor	Mary Elizabeth McGregor
Page	Page Petroleums Ltd.
Petroventures	Petroventures Resources Ltd.
Reston	Reston Resources Ltd.
J.H. Spelliscy	John H. Spelliscy
Shell	Shell Canada Resources Limited

Revision No. 2
1989-05-01

Effective: As of the
Effective Date.

E X H I B I T " A "

Tract No.	Land Description (Lsd)	Excepted Zone	Working Interest		Royalty Interest		Tract Participation(%)
			Owner	Share, %	Owner	Share, %	
1	14-12-1-26 WPM	Mission Canyon	Omega	100	Canada Trust(1)	100	1.1689
2	16-11-1-26 WPM	Mission Canyon	Omega Sabre	83.334 16.666	Crown(2)	100	1.3842
3	4-13-1-26 WPM	Mission Canyon	Omega	100	Amoco E.A. & M.E. McGregor(1)	50 50	1.8286
4	3-13-1-26 WPM	Mission Canyon	Omega	100	Amoco E.A. & M.E. McGregor(1)	50 50	1.9034
5	2-13-1-26 WPM	Mission Canyon	Omega	100	Amoco E.A. & M.E. McGregor(1) Canada Trust(1)	50 25 25	3.0665
6	1-13-1-26 WPM	Mission Canyon	Omega	100	Amoco E.A. & M.E. McGregor(1) Canada Trust(1)	50 25 25	3.4744
7	8-13-1-26 WPM	Mission Canyon	Omega	100	Amoco E.A. & M.E. McGregor(1) Canada Trust	50 25 25	1./801
8	7-13-1-26 WPM	Mission Canyon	Omega	100	Amoco E.A. & M.E. McGregor(1) Canada Trust(1)	50 25 25	3.2610

Revision No. 2
1989-05-01

Effective: As of the
Effective Date

EXHIBIT "A"

Tract No.	Land Description (Lsd)	Excepted Zone	Working Interest Owner	Working Interest Share, %	Royalty Interest Owner	Royalty Interest Share, %	Tract Participation(%)
9	6-13-1-26 WPM	Mission Canyon	Omega	100	Amoco E.A. & M.E. McGregor(1)	50	1.9456
10	5-13-1-26 WPM	Mission Canyon	Omega	100	Amoco E.A. & M.E. McGregor(1)	50	2.0352
11	8-14-1-26 WPM	Mission Canyon	Omega	100	J.W. Hainsworth	100	2.4484
12	10-14-1-26 WPM	Mission Canyon	Omega	100	A.I. Hainsworth(1)	100	3.4459
13	9-14-1-26 WPM	Mission Canyon	Omega	100	A.I. Hainsworth	100	2.6651
14	12-13-1-26 WPM	Mission Canyon	Omega	100	Amoco E.A. & M.E. McGregor(1)	50	1.8680
15	11-13-1-26 WPM	Mission Canyon	Omega	100	Amoco E.A. & M.E. McGregor(1)	50	2.6703
16	10-13-1-26 WPM	Mission Canyon	Omega	100	Amoco E.A. & M.E. McGregor(1)	50	2.8791
17	15-13-1-26 WPM	Mission Canyon	Omega	100	Amoco E.A. & M.E. McGregor(1)	50	3.4/52
18	14-13-1-26 WPM	Mission Canyon	Omega	100	Amoco E.A. & M.E. McGregor(1)	50	2.8756

Revision No. 2
1989-05-01

Effective: As of the
Effective Date

EXHIBIT "A"

Tract No.	Land Description (Lsd)	Excepted Zone	Working Owner	Interest Share, %	Royalty Interest Owner	Interest Share, %	Tract Participation(%)
19	13-13-1-26 WPM	Mission Canyon	Omega	100	Amoco E.A. & M.E. McGregor(1)	50 50	2.7258
20	16-14-1-26 WPM	Mission Canyon	Omega	100	A.I. Hainsworth(1)	100	3.2008
21	15-14-1-26 WPM	Mission Canyon	Omega	100	A.I. Hainsworth(1)	100	3.1240
22	2-23-1-26 WPM	Mission Canyon	Omega	100	J.W. Hainsworth	100	3.0039
23	1-23-1-26 WPM	Mission Canyon	Omega	100	J.W. Hainsworth	100	3.7560
24	4-24-1-26 WPM	Mission Canyon	Omega	100	Bran Van E.A. & M.E. McGregor J.H. Spelliscy (4)	25 25 50	5.0351
25	3-24-1-26 WPM	Mission Canyon	Omega	100	Bran Van E.A. & M.E. McGregor J.H. Spelliscy (4)	25 25 50	3.7649
26	2-24-1-26 WPM	Mission Canyon	Omega	100	Crown(3)	100	4.0603
27	1-24-1-26 WPM	Mission Canyon	Omega	100	Crown(3)	100	3.6786
28	8-24-1-26 WPM	Mission Canyon	Omega	100	Crown(3)	100	4.0093

Revision No. 2
1989-05-01

Effective: As of the
Effective Date

EXHIBIT "A"

Tract No.	Land Description (Lsd)	Excepted Zone	Working Owner	Interest Share, %	Royalty Owner	Interest Share, %	Tract Participation(%)
29	7-24-1-26 WPM	Mission Canyon	Omega	100	Crown(3)	100	4.4039
30	6-24-1-26 WPM	Mission Canyon	Omega	100	Bran Van E.A. & M.E. McGregor J.H. Spelliscy(4)	25 25 50	3.9644
31	5-24-1-26 WPM	Mission Canyon	Omega	100	Bran Van E.A. & M.E. McGregor J.H. Spelliscy(4)	25 25 50	3.9819
32	8-23-1-26 WPM	Mission Canyon	Omega	100	J.W. Hainsworth	100	4.3373
33	7-23-1-26 WPM	Mission Canyon	Omega	100	J.W. Hainsworth	100	2.7783
							100.0000%

NOTES:

- 1) On Tract 1, Tracts 3 through 10 inclusive, and Tracts 12 through 21 inclusive a gross overriding royalty is held by M.D. Allison.
- 2) On Tract 2 there are gross overriding royalties held by Sceptre, Page and Petroventures on Omega's interest.
- 3) On Tracts 26, 27, 28 and 29 there are gross overriding royalties held by Reston and Consolidated
- 4) On Tracts 24, 25, 30 and 31 there is a gross overriding royalty held by Shell.

Revision No. 2
1989-05-01

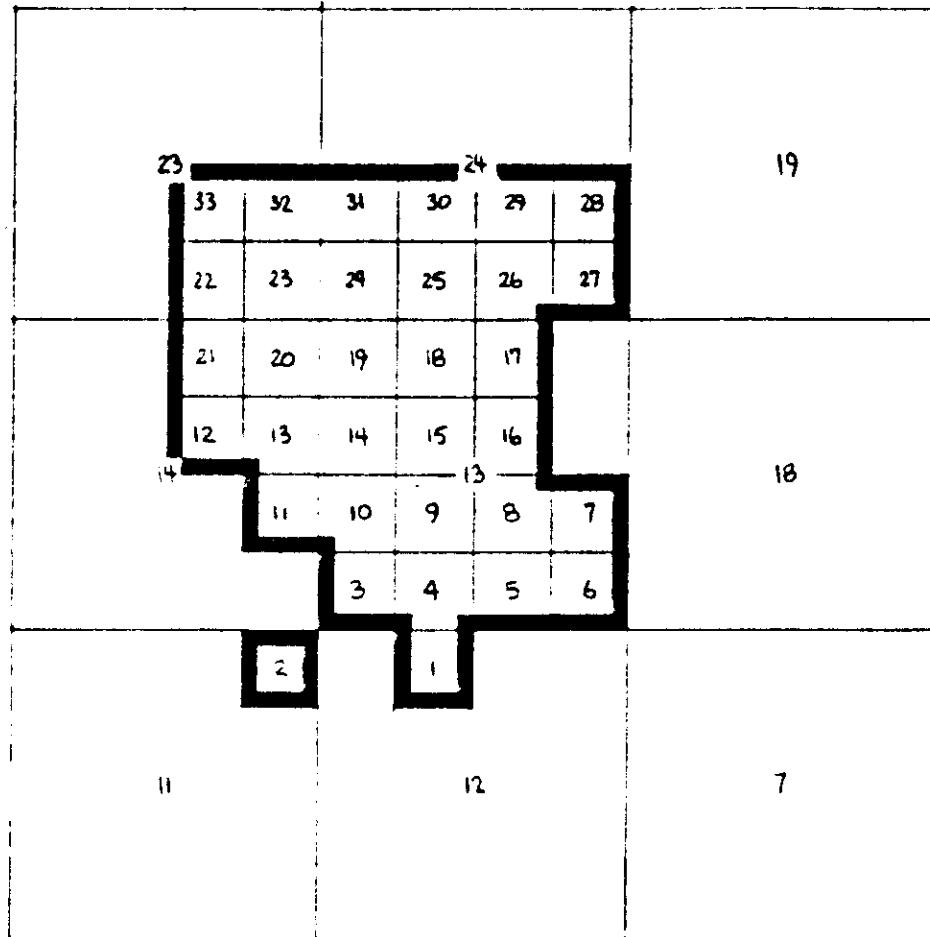
Effective: As of the
Effective Date

EXHIBIT "B"

Attached to and made part of an Agreement entitled
 "Unit Agreement - Waskada Unit No. 4"

Rge 26 WPM

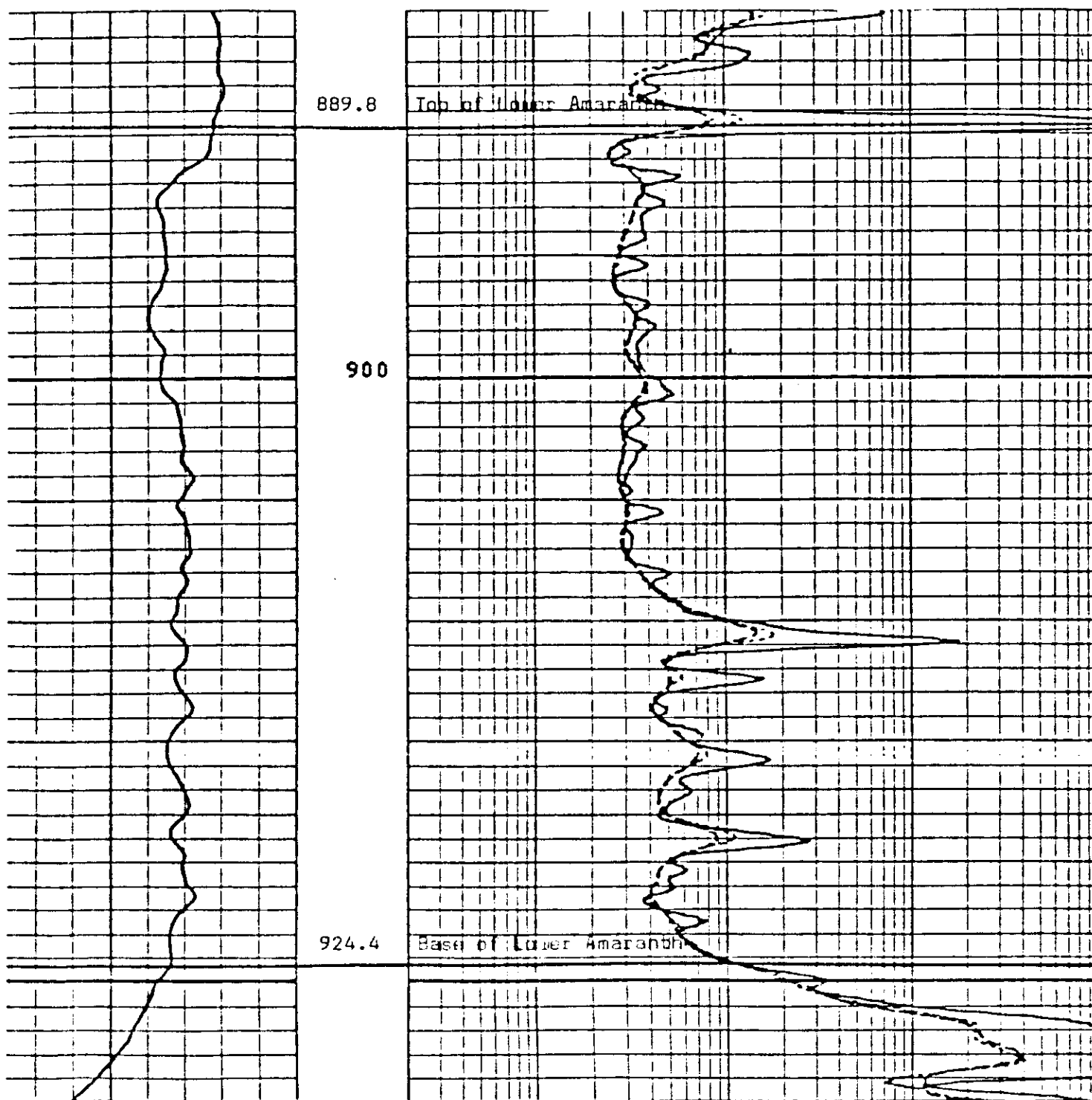
Rge 25 WPM



September 28, 1983

EXHIBIT "C"

Attached to and made part of an Agreement entitled
"Unit Agreement - Waskada Unit No. 4"



PORTION OF DISFL LOG
RECORDED AT WELL
OMEGA WASKADA 15-24-1-26
KELLY BUSHING 470.50 m.

EXHIBIT "D"

**Attached to and made part of an Agreement entitled
"Unit Operating Agreement - Waskada Unit No. 4"**

List of Parties and their respective Unit Participations

	<u>Percent</u>
Omega Hydrocarbons Ltd.	99.7693
Sabre Petroleums Ltd.	0.2307
	<u>100.0000</u>
	<u> </u>

Revision No. 2
1989-05-01

Effective: As of the
Effective Date

WASKADA UNIT NO. 4 - TRACT FACTOR CALCULATIONS

REMAINING RECOVERABLE OIL IN PLACE FACTOR

TRACT	LAND DESCRIPTION	Por-M	Cum. Oil (m ³)	Area (hA)	REM. REC. OIP (m ³)
1	14-12-1-26 WPM	0.72	218	8	7360
2	16-11-1-26 WPM	1.07	234	8	10982
3	4-13-1-26 WPM	0.64	577	16	12701
4	3-13-1-26 WPM	0.52	930	16	9858
5	2-13-1-26 WPM	1.01	1331	16	19623
6	1-13-1-26 WPM	1.16	4113	16	19953
7	8-13-1-26 WPM	0.42	829	16	7885
8	7-13-1-26 WPM	1.19	1284	16	23405
9	6-13-1-26 WPM	0.91	732	16	18147
10	5-13-1-26 WPM	0.65	613	16	12872
11	8-14-1-26 WPM	0.80	2252	16	14345
12	10-14-1-26 WPM	1.39	372	16	28466
13	9-14-1-26 WPM	0.94	1685	16	17817
14	12-13-1-26 WPM	0.55	1022	16	10389
15	11-13-1-26 WPM	0.88	806	16	17451
16	10-13-1-26 WPM	1.05	1299	16	20485
17	15-13-1-26 WPM	1.08	3430	16	18976
18	14-13-1-26 WPM	1.06	1956	16	20035
19	13-13-1-26 WPM	1.06	2068	16	19923
20	16-14-1-26 WPM	1.02	3185	16	17977
21	15-14-1-26 WPM	1.06	308	16	21683
	2-23-1-26 WPM	1.18	497	16	23984
23	1-23-1-26 WPM	1.51	3483	16	27844
24	4-24-1-26 WPM	2.13	848	16	43342
25	3-24-1-26 WPM	1.40	1040	16	28005
26	2-24-1-26 WPM	1.65	1993	16	32239
27	1-24-1-26 WPM	1.08	1890	16	20516
28	8-24-1-26 WPM	1.19	988	16	23701
29	7-24-1-26 WPM	1.64	2663	16	31362
30	6-24-1-26 WPM	1.26	1349	16	24792
31	5-24-1-26 WPM	1.52	1034	16	30501
32	8-23-1-26 WPM	1.58	1415	16	31365
33	7-23-1-26 WPM	0.94	0	16	19502

TOTAL: 687486

NOTES: 1) Remaining Recoverable Oil in Place calculated by the equation

$$u = (0.25)(10114) * \text{Area} * (1-0.4)/1.17 * \text{POR} - \text{M.} - \text{Cum Oil}$$

Where - Recovery Factor is assumed = 0.25
 - Water Saturation is assumed = 0.40
 - Oil formation volume factor measured = 1.17

2) Cumulative oil as of October 31, 1983.

WASKADA UNIT NO. 4 - TRACT FACTOR CALCULATIONS

OIL PRODUCTION RELATED FACTORS

TRACT	FIRST FOUR MONTHS				RATE FACTOR	OIL CUT FACTOR
	(Mon)	(Hrs.)	(Oil)	(Water)		
1	4	2832	116.0	203.6	0.16826	0.67291
2	4	2062	168.6	673.8	0.33587	0.37106
3	4	1402	141.1	188.6	0.41341	0.79344
4	4	1720	420.0	289.2	1.00306	1.09796
5	4	2082	480.8	121.5	0.94862	1.47998
6	4	888	351.5	13.4	1.62599	1.78590
7	4	2642	373.0	118.6	0.57994	1.40670
8	4	1232	283.8	155.8	0.94625	1.19691
9	4	1608	64.3	452.6	0.16426	0.23063
10	4	2297	341.6	282.2	0.61089	1.01526
11	4	2128	627.5	356.3	1.21129	1.18253
12	4	2359	289.9	309.3	0.50481	0.89698
13	4	2472	647.1	497.8	1.07530	1.04787
14	4	1804	407.8	356.4	0.92858	0.98934
15	4	2515	588.7	346.0	0.96153	1.16769
16	4	2412	507.5	370.2	0.86430	1.07200
17	4	2256	1334.0	240.7	2.42897	1.57059
18	4	2760	522.3	299.3	0.77735	1.17860
19	4	1296	277.4	292.8	0.87924	0.90195
20	4	2712	995.6	86.8	1.50800	1.70531
21	4	648	216.5	166.3	1.37243	1.04855
22	4	1784	269.3	331.3	0.62008	0.83130
23	4	2019	669.9	449.3	1.36295	1.10970
24	4	2577	848.1	1260.6	1.35188	0.74565
25	4	2611	1039.5	942.9	1.63540	0.97216
26	4	2243	672.6	613.7	1.23178	0.96944
27	4	2445	1437.1	161.6	2.41443	1.66658
28	3	1153	988.3	107.4	3.06508	1.40042
29	4	1752	651.0	132.6	1.52635	1.54025
30	4	2601	1349.3	228.4	2.13096	1.58558
31	4	2601	1033.9	1022.4	1.63284	0.93217
32	4	2307	1236.2	816.8	2.20114	1.11636
33	0	0	0	0	1.00000	1.00000
					<u>39.48124</u>	<u>36.68177</u>

NOTES:

- 1) The average oil rate for all wells after their first month of production is 9.6098 m³/op. day and the oil cut is 71.2814%.
- 2) The average oil rate for all wells after their first 2 months of production is 7.0907 m³/op. day and the oil cut is 61.6638%.
- 3) The average oil rate for all wells after their first 3 months of production is 6.7116 m³/op. day and the oil cut is 64.4077%.
- 4) The average oil rate for all wells after their first 4 months of production is 5.8426 m³/op. day and the oil cut is 53.9380%.

WASKADA UNIT NO. 4 - TRACT FACTOR CALCULATIONS

SUMMARY

TRACT	LAND DESCRIPTION	OIL RATE FACTOR	OIL CUT FACTOR	OIL FACTOR	TOTAL FACTOR
1	14-12-1-26 WPM	0.0474	0.4077	0.7138	1.1689
2	16-11-1-26 WPM	0.0945	0.2248	1.0649	1.3842
3	4-13-1-26 WPM	0.1163	0.4807	1.2316	1.8286
4	3-13-1-26 WPM	0.2823	0.6651	0.9560	1.9034
5	2-13-1-26 WPM	0.2670	0.8966	1.9029	3.0665
6	1-13-1-26 WPM	0.4576	1.0819	1.9349	3.4744
7	8-13-1-26 WPM	0.1632	0.8522	0.7647	1.7801
8	7-13-1-26 WPM	0.2663	0.7251	2.2696	3.2610
9	6-13-1-26 WPM	0.0462	0.1397	1.7597	1.9456
10	5-13-1-26 WPM	0.1719	0.6151	1.2482	2.0352
11	8-14-1-26 WPM	0.3409	0.7164	1.3911	2.4484
12	10-14-1-26 WPM	0.1421	0.5434	2.7604	3.4459
13	9-14-1-26 WPM	0.3026	0.6348	1.7277	2.6651
14	12-13-1-26 WPM	0.2613	0.5993	1.0074	1.8680
15	11-13-1-26 WPM	0.2706	0.7074	1.6923	2.6703
16	10-13-1-26 WPM	0.2432	0.6494	1.9865	2.8791
17	15-13-1-26 WPM	0.6836	0.9515	1.8401	3.4752
18	14-13-1-26 WPM	0.2188	0.7140	1.9428	2.8756
19	13-13-1-26 WPM	0.2474	0.5464	1.9320	2.7258
20	16-14-1-26 WPM	0.4244	1.0331	1.7433	3.2008
21	15-14-1-26 WPM	0.3862	0.6352	2.1026	3.1240
22	2-23-1-26 WPM	0.1745	0.5036	2.3258	3.0039
23	1-23-1-26 WPM	0.3836	0.6723	2.7001	3.7560
24	4-24-1-26 WPM	0.3805	0.4517	4.2029	5.0351
25	3-24-1-26 WPM	0.4602	0.5890	2.7157	3.7649
26	2-24-1-26 WPM	0.3467	0.5873	3.1263	4.0603
27	1-24-1-26 WPM	0.6795	1.0096	1.9895	3.6786
28	8-24-1-26 WPM	0.8626	0.8484	2.2983	4.0093
29	7-24-1-26 WPM	0.4296	0.9331	3.0412	4.4039
30	6-24-1-26 WPM	0.5997	0.9606	2.4041	3.9644
31	5-24-1-26 WPM	0.4595	0.5647	2.9577	3.9819
32	8-23-1-26 WPM	0.6195	0.6763	3.0415	4.3373
33	7-23-1-26 WPM	0.2814	0.6058	1.8911	2.7783
		<u>11.1111</u>	<u>22.2222</u>	<u>66.6667</u>	<u>100.0000</u>



1300 SUN LIFE PLAZA III
112 - 4th AVENUE S.W.
CALGARY, ALBERTA, CANADA T2P 0H3
TELEPHONE (403) 261-0743
FAX (403) 264 5691

Free: Waskada Unit No. 4
Unit Agreement

February 4, 1991

ROYALTY INTEREST OWNERS
Waskada Unit No. 4
(Addressee List Attached)

Gentlemen:

Re: Waskada Unit No. 4
Unit Agreement and Unit Agreement Revisions

Revisions to pages A-1, A-2, A-3, A-4 and A-5 contained under Exhibit A of the Waskada Unit No. 4 Unit Agreement are enclosed for your records. Also, revisions to Exhibit D and Exhibit E of the subject Unit Operating Agreement are included to reflect the changes due to Omega's purchase of Sabre Petroleum's working interest.

Yours truly,

OMEGA HYDROCARBONS LTD.



D.M. Boyko, P. Eng.

c.c.: Unit File
Accounting
Land

WASKADA UNIT NO. 4

**Royalty Interest Owners
Addressee List**

M.D. Allison
3720 Garland Street
Wheat Ridge, Colorado
U.S.A. 80033

The Canada Trust Company
230 Portage Avenue
Box 881
Winnipeg, Manitoba
R3C 2S6

Department of Energy and Mines
Mineral Resources Division
Petroleum Branch
555 - 330 Graham Avenue
Winnipeg, Manitoba
R3C 4E3

Donald McGregor
Box 33
Waskada, Manitoba
ROM 2E0

Gertrude Evelyn Hainsworth
20661 River Road
Maple Ridge, B.C.
V2X 0P3

Shannon Oils Ltd.
Box 1111
Regina, Saskatchewan
S4P 3B2

J.W. Hainsworth
P.O. Box 433
Deloraine, Manitoba
ROM 0M0

Reston Resources Ltd.
2311 - 12th Street S.W.
Calgary, Alberta
T2T 3N7

Petroventures Resources Ltd.
1400, 630 - 6th Avenue S.W.
Calgary, Alberta
T2P 0S8

Shell Canada Resources Limited
Box 100
Calgary, Alberta
T2P 2H5

Bran Van Enterprises Ltd.
3426 West 11th Avenue
Vancouver, B.C.
V6R 2J9

Page Petroleum Ltd.
800, 839 - 5th Avenue S.W.
Calgary, Alberta
T2P 3C8

Sceptre Resources Ltd.
2000, 400 - 3rd Avenue S.W.
Calgary, Alberta
T2P 4H2

Consolidated Trans-Canada Resources Ltd.
1000, 333 - 11th Avenue S.W.
Calgary, Alberta
T2R 1L9

Sceptre Resources Ltd.
2000, 400 - 3rd Avenue S.W.
Calgary, Alberta
T2P 4H2

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

Updated: January 15, 1991

EXHIBIT "A"

**Attached to and made part of an Agreement entitled
"Unit Agreement - Waskada Unit No. 4"**

Tract Participations

In this Exhibit the names of the Parties have been abbreviated as follows:

<u>Abbreviation</u>	<u>Party</u>
Omega	Omega Hydrocarbons Ltd.
M.D. Allison	Marvin D. Allison
Amoco	Amoco Canada Resources Ltd.
Canada Trust	The Canada Trust Company
Crown	Department of Energy and Mines Winnipeg, Manitoba
Consolidated	Consolidated Trans-Canada Resources Ltd.
Sceptre	Sceptre Resources Limited
G.E. Hainsworth	Getrude Evelyn Hainsworth
J.W. Hainsworth	John Wilfred Hainsworth (In Trust)
Bran Van	Bran Van Enterprises Ltd.
D. McGregor	Donald McGregor
M.E. McGregor	Mary Elizabeth McGregor
Page	Page Petroleums Ltd.
Petroventures	Petroventures Resources Ltd.
Reston	Reston Resources Ltd.
Shannon	Shannon Oils Ltd.
Shell	Shell Canada Resources Limited

Revision No. 3
1991-01-15

Effective: As of the
Effective Date.

E X H I B I T " A "

Tract No.	Land Description (Lsd)	Excepted Zone	Working Interest		Royalty Interest		Tract	
			Owner	Share, %	Owner	Share, %	Participation (%)	
1	14-12-1-26 WPM	Mission Canyon	Omega	100	Canada Trust(1)	100	1.1689	
2	16-11-1-26 WPM	Mission Canyon	Omega	100	Crown(2)	100	1.3842	
3	4-13-1-26 WPM	Mission Canyon	Omega	100	Amoco D. McGregor(1)	50 50	1.8286	
4	3-13-1-26 WPM	Mission Canyon	Omega	100	Amoco D. McGregor(1)	50 50	1.9034	
5	2-13-1-26 WPM	Mission Canyon	Omega	100	Amoco D. McGregor(1) Canada Trust(1)	50 25 25	3.0665	
6	1-13-1-26 WPM	Mission Canyon	Omega	100	Amoco D. McGregor(1) Canada Trust(1)	50 25 25	3.4744	
7	8-13-1-26 WPM	Mission Canyon	Omega	100	Amoco D. McGregor(1) Canada Trust	50 25 25	1.7801	
8	7-13-1-26 WPM	Mission Canyon	Omega	100	Amoco D. McGregor(1) Canada Trust(1)	50 25 25	3.2610	

Revision No. 3
1991-01-15

Effective: As of the
Effective Date

EXHIBIT "A"

Tract No.	Land Description (Lsd)	Excepted Zone	Working Owner	Interest Share, %	Royalty Interest Owner	Interest Share, %	Tract Participation(%)
9	6-13-1-26 WPM	Mission Canyon	Omega	100	Amoco D. McGregor(1)	50	1.9456
10	5-13-1-26 WPM	Mission Canyon	Omega	100	Amoco D. McGregor(1)	50	2.0352
11	8-14-1-26 WPM	Mission Canyon	Omega	100	J.W. Hainsworth	100	2.4484
12	10-14-1-26 WPM	Mission Canyon	Omega	100	G.E. Hainsworth(1)	100	3.4459
13	9-14-1-26 WPM	Mission Canyon	Omega	100	G.E. Hainsworth(1)	100	2.6651
14	12-13-1-26 WPM	Mission Canyon	Omega	100	Amoco D. McGregor(1)	50	1.8680
15	11-13-1-26 WPM	Mission Canyon	Omega	100	Amoco D. McGregor(1)	50	2.6703
16	10-13-1-26 WPM	Mission Canyon	Omega	100	Amoco D. McGregor(1) Canada Trust(1)	50 25 25	2.8791
17	15-13-1-26 WPM	Mission Canyon	Omega	100	Amoco D. McGregor(1) Canada Trust(1)	50 25 25	3.4752
18	14-13-1-26 WPM	Mission Canyon	Omega	100	Amoco D. McGregor(1)	50	2.8756

Revision No. 3
1991-01-15

Effective: As of the
Effective Date

EXHIBIT "A"

Tract No.	Land Description (Lsd)	Excepted Zone	Working Owner	Interest Share, %	Owner	Royalty Interest Share, %	Tract Participation(%)
19	13-13-1-26 WPM	Mission Canyon	Omega	100	Amoco D. McGregor (1)	50 50	2.7258
20	16-14-1-26 WPM	Mission Canyon	Omega	100	G.E. Hainsworth(1)	100	3.2008
21	15-14-1-26 WPM	Mission Canyon	Omega	100	G.E. Hainsworth(1)	100	3.1240
22	2-23-1-26 WPM	Mission Canyon	Omega	100	J.W. Hainsworth	100	3.0039
23	1-23-1-26 WPM	Mission Canyon	Omega	100	J.W. Hainsworth	100	3.7560
24	4-24-1-26 WPM	Mission Canyon	Omega	100	Bran Van D. McGregor Shannon (4)	25 25 50	5.0351
25	3-24-1-26 WPM	Mission Canyon	Omega	100	Bran Van D. McGregor Shannon (4)	25 25 50	3.7649
26	2-24-1-26 WPM	Mission Canyon	Omega	100	Crown(3)	100	4.0603
27	1-24-1-26 WPM	Mission Canyon	Omega	100	Crown(3)	100	3.6786
28	8-24-1-26 WPM	Mission Canyon	Omega	100	Crown(3)	100	4.0093

Revision No. 3
1991-01-15

Effective: As of the
Effective Date

EXHIBIT "A"

Tract No.	Land Description (Lsd)	Excepted Zone	Working Interest		Royalty Interest		Tract Participation(%)
			Owner	Share, %	Owner	Share, %	
29	7-24-1-26 WPM	Mission Canyon	Omega	100	Crown(3)	100	4.4039
30	6-24-1-26 WPM	Mission Canyon	Omega	100	Bran Van D. McGregor Shannon(4)	25 25 50	3.9644
31	5-24-1-26 WPM	Mission Canyon	Omega	100	Bran Van D. McGregor Shannon(4)	25 25 50	3.9819
32	8-23-1-26 WPM	Mission Canyon	Omega	100	J.W. Hainsworth	100	4.3373
33	7-23-1-26 WPM	Mission Canyon	Omega	100	J.W. Hainsworth	100	2.7783
							<u>100.0000%</u>

NOTES:

- 1) On Tract 1, Tracts 3 through 10 inclusive, and Tracts 12 through 21 inclusive a gross overriding royalty is held by M.D. Allison.
- 2) On Tract 2 there are gross overriding royalties held by Sceptre, Page and Petroventures on Omega's interest.
- 3) On Tracts 26, 27, 28 and 29 there are gross overriding royalties held by Reston and Consolidated
- 4) On Tracts 24, 25, 30 and 31 there is a gross overriding royalty held by Shell.

Revision No. 3
1991-01-15

Effective: As of the
Effective Date

EXHIBIT "D"

**Attached to and made part of an Agreement entitled
"Unit Operating Agreement - Waskada Unit No. 4"**

List of Parties and their respective Unit Participations

	<u>Percent</u>
Omega Hydrocarbons Ltd.	100.0000
	<u>100.0000</u>
	<u>100.0000</u>

Revision No. 3
1991-01-15

Effective: As of the
Effective Date

E X H I B I T " E "

**ATTACHED TO AN MADE PART OF
"UNIT OPERATING AGREEMENT
WASKADA UNIT NO. 4"**

List of Unit Wells

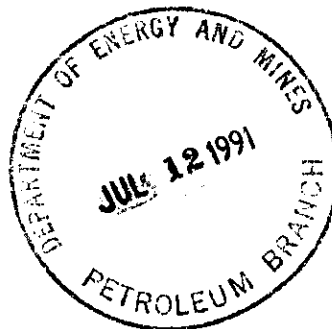
- 1) Omega Waskada 3-13-1-26 WPM
- 2) Omega Waskada 2-13-1-26 WPM
- 3) Omega Waskada 1-13-1-26 WPM
- 4) Omega Waskada 7-13-1-26 WPM
- 5) Omega Waskada 6-13-1-26 WPM
- 6) Omega Waskada 5-13-1-26 WPM
- 7) Omega Waskada 8-14-1-26 WPM
- 8) Omega Waskada 9-14-1-26 WPM
- 9) Omega Waskada 12-13-1-26 WPM
- 10) Omega Waskada 11-13-1-26 WPM
- 11) Omega Waskada 10-13-1-26 WPM
- 12) Omega Waskada 15-13-1-26 WPM
- 13) Omega Waskada 14-13-1-26 WPM
- 14) Omega Waskada 13-13-1-26 WPM
- 15) Omega Waskada 16-14-1-26 WPM
- 16) Omega Waskada 15-14-1-26 WPM
- 17) Omega Waskada 1-23-1-26 WPM
- 18) Omega Andex Waskada 4-24-1-26 WPM
- 19) Omega Andex Waskada 3-24-1-26 WPM
- 20) Omega Waskada 2-24-1-26 WPM
- 21) Omega Waskada 1-24LAm-1-26 WPM
- 22) Omega Waskada 8-24LAm-1-26 WPM
- 23) Omega Waskada 7-24-1-26 WPM
- 24) Omega Andex Waskada 6-24-1-26 WPM
- 25) Omega Andex Waskada 5-24-1-26 WPM
- 26) Omega Waskada 8-23LAm-1-26 WPM
- 27) Omega Waskada 7-23LAm-1-26 WPM



1300 SUN LIFE PLAZA III
112 4th AVENUE S.W.
CALGARY, ALBERTA, CANADA T2P 0H3
TELEPHONE (403) 261-0743
FAX (403) 264-5691

July 4, 1991

ROYALTY INTEREST OWNERS
Waskada Unit No. 4
(Addressee List Attached)



Gentlemen:

Re: Waskada Unit No. 4
Unit Agreement and Unit Agreement Revisions

Revisions to pages A-1, A-2, A-3, A-4 and A-5 contained under Exhibit A of the Waskada Unit No. 4 Unit Agreement are enclosed for your records.

Yours truly,

OMEGA HYDROCARBONS LTD.

A handwritten signature in dark ink, appearing to read "R. Brekke", followed by a long horizontal line.

R.A. Brekke, P. Eng.
Chairman - Operating Committee

/njs

c.c.: Unit File
Accounting
Land

WASKADA UNIT NO. 4

**Royalty Interest Owners
Addressee List**

M.D. Allison
3720 Garland Street
Wheat Ridge, Colorado
U.S.A. 80033

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

Department of Energy and Mines
Mineral Resources Division
Petroleum Branch
555 - 330 Graham Avenue
Winnipeg, Manitoba
R3C 4E3

Donald McGregor
Box 33
Waskada, Manitoba
ROM 2E0

Shannon Oils Ltd.
Box 1111
Regina, Saskatchewan
S4P 3B2

Gertrude Evelyn Hainsworth
20661 River Road
Maple Ridge, B.C.
V2X 0P3

J.W. Hainsworth (In Trust)
P.O. Box 433
Deloraine, Manitoba
ROM 0M0

Reston Resources Ltd.
2311 - 12th Street S.W.
Calgary, Alberta
T2T 3N7

Petroventures Resources Ltd.
1400, 630 - 6th Avenue S.W.
Calgary, Alberta
T2P 0S8

Shell Canada Resources Limited
Box 100
Calgary, Alberta
T2P 2H5

Bran Van Enterprises Ltd.
3426 West 11th Avenue
Vancouver, B.C.
V6R 2J9

Page Petroleum Ltd.
800, 839 - 5th Avenue S.W.
Calgary, Alberta
T2P 3C8

Sceptre Resources Ltd.
2000, 400 - 3rd Avenue S.W.
Calgary, Alberta
T2P 4H2

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

Ranchmen's Resources Ltd.
1000, 333 - 11th Avenue S.W.
Calgary, Alberta
T2R 1L9

Updated: April 8, 1991

EXHIBIT "A"

**Attached to and made part of an Agreement entitled
"Unit Agreement - Waskada Unit No. 4"**

Tract Participations

In this Exhibit the names of the Parties have been abbreviated as follows:

<u>Abbreviation</u>	<u>Party</u>
Omega	Omega Hydrocarbons Ltd.
M.D. Allison	Marvin D. Allison
Amoco	Amoco Canada Resources Ltd.
Canada Trust	The Canada Trust Company
Crown	Department of Energy and Mines Winnipeg, Manitoba
Ranchmen's	Ranchmen's Resources Ltd.
Sceptre	Sceptre Resources Limited
G.E. Hainsworth	Getrude Evelyn Hainsworth
Hainsworth Trust	John Wilfred Hainsworth (In Trust)
Bran Van	Bran Van Enterprises Ltd.
D. McGregor	Donald McGregor
Page	Page Petroleums Ltd.
Petroventures	Petroventures Resources Ltd.
Reston	Reston Resources Ltd.
Shannon	Shannon Oils Ltd.
Shell	Shell Canada Resources Limited

Revision No. 4
1991-07-04

Effective: As of the
Effective Date.

E X H I B I T " A "

Tract No.	Land Description (Lsd)	Excepted Zone	Working Owner	Interest Share, %	Royalty Interest Owner	Interest Share, %	Tract Participation(%)
1	14-12-1-26 WPM	Mission Canyon	Omega	100	Canada Trust(1)	100	1.1689
2	16-11-1-26 WPM	Mission Canyon	Omega	100	Crown(2)	100	1.3842
3	4-13-1-26 WPM	Mission Canyon	Omega	100	Amoco D. McGregor(1)	50 50	1.8286
4	3-13-1-26 WPM	Mission Canyon	Omega	100	Amoco D. McGregor(1)	50 50	1.9034
5	2-13-1-26 WPM	Mission Canyon	Omega	100	Amoco D. McGregor(1) Canada Trust(1)	50 25 25	3.0665
6	1-13-1-26 WPM	Mission Canyon	Omega	100	Amoco D. McGregor(1) Canada Trust(1)	50 25 25	3.4744
7	8-13-1-26 WPM	Mission Canyon	Omega	100	Amoco D. McGregor(1) Canada Trust(1)	50 25 25	1.7801
8	7-13-1-26 WPM	Mission Canyon	Omega	100	Amoco D. McGregor(1) Canada Trust(1)	50 25 25	3.2610

Revision No. 4
1991-07-04

Effective: As of the
Effective Date

EXHIBIT "A"

Tract No.	Land Description (Lsd)	Excepted Zone	Working Interest		Royalty Interest		Tract	
			Owner	Share, %	Owner	Share, %	Participation(%)	
9	6-13-1-26 WPM	Mission Canyon	Omega	100	Amoco D. McGregor(1)	50 50	1.9456	
10	5-13-1-26 WPM	Mission Canyon	Omega	100	Amoco D. McGregor(1)	50 50	2.0352	
11	8-14-1-26 WPM	Mission Canyon	Omega	100	Hainsworth Trust	100	2.4484	
12	10-14-1-26 WPM	Mission Canyon	Omega	100	G.E. Hainsworth(1)	100	3.4459	
13	9-14-1-26 WPM	Mission Canyon	Omega	100	G.E. Hainsworth(1)	100	2.6651	
14	12-13-1-26 WPM	Mission Canyon	Omega	100	Amoco D. McGregor(1)	50 50	1.8680	
15	11-13-1-26 WPM	Mission Canyon	Omega	100	Amoco D. McGregor(1)	50 50	2.6703	
16	10-13-1-26 WPM	Mission Canyon	Omega	100	Amoco D. McGregor(1) Canada Trust(1)	50 25 25	2.8791	
17	15-13-1-26 WPM	Mission Canyon	Omega	100	Amoco D. McGregor(1) Canada Trust(1)	50 25 25	3.4752	
18	14-13-1-26 WPM	Mission Canyon	Omega	100	Amoco D. McGregor(1)	50 50	2.8756	

Revision No. 4
1991-07-04

Effective: As of the
Effective Date

EXHIBIT "A"

<u>Tract No.</u>	<u>Land Description (Lsd)</u>	<u>Excepted Zone</u>	<u>Working Interest Owner</u>	<u>Share, %</u>	<u>Royalty Interest Owner</u>	<u>Share, %</u>	<u>Tract Participation(%)</u>
19	13-13-1-26 WPM	Mission Canyon	Omega	100	Amoco D. McGregor (1)	50 50	2.7258
20	16-14-1-26 WPM	Mission Canyon	Omega	100	G.E. Hainsworth(1)	100	3.2008
21	15-14-1-26 WPM	Mission Canyon	Omega	100	G.E. Hainsworth(1)	100	3.1240
22	2-23-1-26 WPM	Mission Canyon	Omega	100	Hainsworth Trust	100	3.0039
23	1-23-1-26 WPM	Mission Canyon	Omega	100	Hainsworth Trust	100	3.7560
24	4-24-1-26 WPM	Mission Canyon	Omega	100	Bran Van D. McGregor Shannon (4) and Canada Trust (4)	25 25 50	5.0351
25	3-24-1-26 WPM	Mission Canyon	Omega	100	Bran Van D. McGregor Shannon (4) and Canada Trust (4)	25 25 50	3.7649
26	2-24-1-26 WPM	Mission Canyon	Omega	100	Crown(3)	100	4.0603
27	1-24-1-26 WPM	Mission Canyon	Omega	100	Crown(3)	100	3.6786
28	8-24-1-26 WPM	Mission Canyon	Omega	100	Crown(3)	100	4.0093

Revision No. 4
1991-07-04

Effective: As of the
Effective Date

EXHIBIT "A"

Tract No.	Land Description (Lsd)	Excepted Zone	Working Interest		Royalty Interest		Tract Participation(%)
			Owner	Share, %	Owner	Share, %	
29	7-24-1-26 WPM	Mission Canyon	Omega	100	Crown(3)	100	4.4039
30	6-24-1-26 WPM	Mission Canyon	Omega	100	Bran Van D. McGregor Shannon(4) and Canada Trust(4)	25 25 50	3.9644
31	5-24-1-26 WPM	Mission Canyon	Omega	100	Bran Van D. McGregor Shannon(4) and Canada Trust(4)	25 25 50	3.9819
32	8-23-1-26 WPM	Mission Canyon	Omega	100	Hainsworth Trust	100	4.3373
33	7-23-1-26 WPM	Mission Canyon	Omega	100	Hainsworth Trust	100	2.7783
							<u>100.0000%</u>

NOTES:

- 1) On Tract 1, Tracts 3 through 10 inclusive, and Tracts 12 through 21 inclusive a gross overriding royalty is held by M.D. Allison.
- 2) On Tract 2 there are gross overriding royalties held by Sceptre, Page and Petroventures on Omega's interest.
- 3) On Tracts 26, 27, 28 and 29 there are gross overriding royalties held by Reston and Ranchmen's
- 4) On Tracts 24, 25, 30 and 31 there is a gross overriding royalty held by Shell.

Revision No. 4
1991-07-04

Effective: As of the
Effective Date



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CALGARY, ALBERTA, CANADA T2P 0H3
TELEPHONE (403) 261 0743
FAX: (403) 264-5691

DAN - FILE

WASKADA
UNIT NO. 14
UNIT AGREEMENT

~~Read/John~~
Carol
Haudette (2)

September 10, 1992



Manitoba Energy & Mines
Petroleum Branch
555 - 330 Graham Avenue
Winnipeg, Manitoba
R3C 4E3

Gentlemen:

RE: Waskada Unit No. 14
Revisions to Unit Agreement and Unit Operating Agreement Exhibits

Enclosed for your records are complete copies of revised Exhibit D and Exhibit E of the Waskada Unit No. 14 Unit Operating Agreement and also a revised copy of Exhibit A of the Waskada Unit No. 14 Unit Agreement. The interests of Chauvco Resources Ltd. have recently been acquired by Omega Hydrocarbons Ltd., the attached revisions reflect this change.

Yours truly,

OMEGA HYDROCARBONS LTD.

R.A. Paranych

R.A. Paranych, P. Eng.
Production Engineer

RP/ns
c.c.: Unit File

E X H I B I T " A "

**Attached to and made part of an Agreement entitled
"Unit Agreement - Waskada Unit No. 14"**

TRACT PARTICIPATIONS

In this Exhibit the names of the Parties have
been abbreviated as follows:

<u>Abbreviation</u>	<u>Party</u>
Omega	Omega Hydrocarbons Ltd.
Ebenoch	Ebenoch Minerals Ltd.
Prairie	Prairie Leaseholds Ltd.
GeoData	GeoData Exploration Services Ltd.
Adobe	Adobe Resources Corporation
Brosco	Brosco Fund Limited
Pioneer	Pioneer Energy Resources Limited
Shell	Shell Canada Limited

Effective: As of the Effective Date

Revision No. 1
1992-08-01

E X H I B I T " A "

Tract No.	Land Description (LSD)	Working Interest		Royalty Interest		Tract Participation (%)
		Owner	Share, %	Owner	Share, %	
1	1-32-1-25 WPM	Omega (1) (2)	100.0	Ebenoch Prairie	50.0 50.0	10.4973
2	2-32-1-25 WPM	Omega (2)	100.0	Ebenoch Prairie	50.0 50.0	9.8174
3	3-32-1-25 WPM	Omega (2)	100.0	Ebenoch Prairie	50.0 50.0	10.4387
4	4-32-1-25 WPM	Omega (2)	100.0	Ebenoch Prairie	50.0 50.0	11.8253
5	5-32-1-25 WPM	Omega (2)	100.0	Ebenoch Prairie	50.0 50.0	14.1890
6	6-32-1-25 WPM	Omega (2)	100.0	Ebenoch Prairie	50.0 50.0	14.5888
7	7-32-1-25 WPM	Omega (2)	100.0	Ebenoch Prairie	50.0 50.0	11.7158
8	8-32-1-25 WPM	Omega (2)	100.0	Ebenoch Prairie	50.0 50.0	16.9277
						100.0000

NOTES: 1) Interest subject to conversion under penalty payout provisions.

2) Interest subject to overriding royalty interests to GeoData, Adobe, Brosco, Pioneer and Shell.

Revision No. 1
1992-08-01

Effective: As of the Effective
Date

E X H I B I T " D "

**Attached to and made part of an Agreement entitled
"Unit Operating Agreement - Waskada Unit No. 14"**

LIST OF PARTIES AND THEIR RESPECTIVE UNIT PARTICIPATIONS

<u>Party</u>	<u>Unit Participation Percent</u>
Omega Hydrocarbons Ltd.	100%

Effective: As of the Effective Date

Revision No. 1
1992-08-01

E X H I B I T " E "

**Attached and made part of an Agreement entitled -
"Unit Operating Agreement - Waskada Unit No. 14"**

LIST OF UNIT WELLS

Omega et al Waskada 1-32-1-25 WPM
Omega et al Waskada A3-32-1-25 WPM
Omega et al Waskada 4-32-1-25 WPM
Omega et al Waskada WIW 5-32-1-25 WPM
Omega et al Waskada 6-32-1-25 WPM
Omega et al Waskada WIW 7-32-1-25 WPM
Omega et al Waskada 8-32-1-25 WPM

Revision No. 1
1992-08-01

Effective: As of the
Effective Date