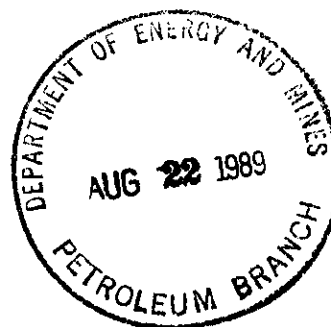




1300 SUN LIFE PLAZA III
112 - 4th AVENUE S.W.
CALGARY, ALBERTA, CANADA T2P 0H3
TELEPHONE (403) 261-0743



August 11, 1989

Royalty Interest Owners
Waskada Unit No. 15
(Addressee List Attached)

Gentlemen:

Re: Waskada Unit No. 15
Unit Agreement Revisions

Enclosed for your records are revisions to pages A-1, and A-6 contained in Exhibit A of the Waskada Unit No. 15 Unit Agreement. These revisions reflect the amalgamation of Hudson's Bay Oil and Gas Company Limited into Amoco Canada Resources Ltd.

Yours truly,

OMEGA HYDROCARBONS LTD.

R.A. Brekke
Chairman, Operating Committee

c.c.: Unit File
Accounting
Land

WASKADA UNIT NO. 15

ROYALTY INTEREST OWNERS

ADDRESSEE LIST

McKinney Farms Ltd.
Waskada, Manitoba
ROM 2E0

Ovey Oil Ltd.
c/o Dorothy A. Olischefski
P.O. Box 383
Deloraine, Manitoba
ROM OMO

Donald Keith Millar
Box 165
Waskada, Manitoba
ROM 2E0

60274 Manitoba Ltd.
Attention: Dorothy Young
Box 89
Waskada, Manitoba
ROM 2E0

70015 Manitoba
Box 70
Waskada, Manitoba
ROM 2E0


Box 656
Carman, Manitoba
ROG OJO

Hudson's Bay Oil & Gas Company Limited
c/o Dome Petroleum Limited
P.O. Box 200
Calgary, Alberta
T2P 2H8

Canada Trust Company
230 Portage Avenue
P.O. Box 881
Winnipeg, Manitoba
R3C 0B1

Hooper Farms Ltd.
Box 58
Waskada, Manitoba
ROM 2E0

Frank Ross Young
1898 Skylark Place
Victoria, B.C.
V8N 2X1

Pop's Oil Ltd.
c/o Sheldon Lanchbery
Barrister & Solicitor
P.O. Box 489
Deloraine, Manitoba
ROM OMO

60273 Manitoba Ltd.
Attention: Dorothy Young
Box 89
Waskada, Manitoba
ROM 2E0

70016 Manitoba
Box 70
Waskada Manitoba
ROM 2E0

Howard Glover Lee
Box 83
Waskada, Manitoba
ROM 2E0

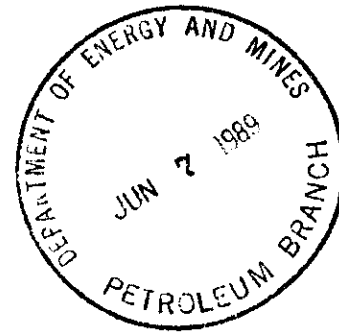
Francine Lee
Box 656
Carman, Manitoba
ROG OJO

PanCanadian Petroleum Limited
P.O. Box 2850
150 - 9th Avenue S.W.
Calgary, Alberta
T2P 2S5

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



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



Working Interest Owners
Waskada Unit No.15
(Addresse List Attached)

Gentlemen:

Re: Waskada Unit No. 15
Revisions to Unit Agreement Exhibits

Enclosed for your records are revisions to pages A1, A2, A3 and A5 contained in Exhibit A of the Waskada Unit No. 15 Unit Agreement. The royalty interests held by Mr. J.A. McKinney and Mr. W.L. McKinney were recently transferred to number companies, the attached revisions reflect this change.

Yours truly,

OMEGA HYDROCARBONS LTD.

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

c.c.: Unit File
Accounting Department
Land Department

~~Handwritten signature~~

WASKADA UNIT NO. 15

ROYALTY INTEREST OWNERS

ADDRESSEE LIST

McKinney Farms Ltd.
Waskada, Manitoba
ROM 2E0

Ovey Oil Ltd.
c/o Dorothy A. Olischefski
P.O. Box 383
Deloraine, Manitoba
ROM OMO

Donald Keith Millar
Box 165
Waskada, Manitoba
ROM 2E0

60274 Manitoba Ltd.
Attention: Dorothy Young
Box 89
Waskada, Manitoba
ROM 2E0

70015 Manitoba
Box 70
Waskada, Manitoba
ROM 2E0

Brock Glover Lee
Box 656
Carman, Manitoba
ROG OJO

Hudson's Bay Oil & Gas Company Limited
c/o Dome Petroleum Limited
P.O. Box 200
Calgary, Alberta
T2P 2H8

Canada Trust Company
230 Portage Avenue
P.O. Box 881
Winnipeg, Manitoba
R3C 0B1

Hooper Farms Ltd.
Box 58
Waskada, Manitoba
ROM 2E0

Frank Ross Young
1898 Skylark Place
Victoria, B.C.
V8N 2X1

Pop's Oil Ltd.
c/o Sheldon Lanchbery
Barrister & Solicitor
P.O. Box 489
Deloraine, Manitoba
ROM OMO

60273 Manitoba Ltd.
Attention: Dorothy Young
Box 89
Waskada, Manitoba
ROM 2E0

70016 Manitoba
Box 70
Waskada Manitoba
ROM 2E0

Howard Glover Lee
Box 83
Waskada, Manitoba
ROM 2E0

Francine Lee
Box 656
Carman, Manitoba
ROG OJO

PanCanadian Petroleum Limited
P.O. Box 2850
150 - 9th Avenue S.W.
Calgary, Alberta
T2P 2S5

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



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

February 2, 1987

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

Attention: Mr. Bob Dubrieul

Dear Sir:

Re: Waskada Unit No. 15

Enclosed is a copy of the Unit Operating Agreement for the captioned unit along with a set of execution pages.

Yours truly,

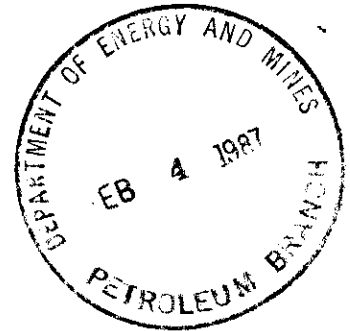
OMEGA HYDROCARBONS LTD.

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

R.A. Beamish
Joint Interest Coordinator

Encl:

RAB/tct



DEKIE

Feb 2/87

PAULETTE

Re: WASKADA UNIT NO. 15

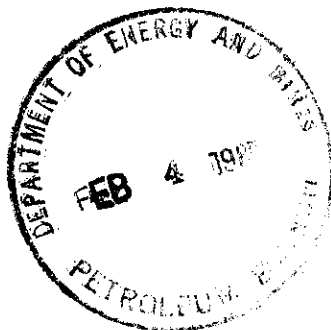
Waskada Unit No 15 is effective Feb 1, 1987
and includes the following wells.

6-33-1-26	6-4-2-26	
7-33-1-26	7-4-2-26	
8-33-1-26	9-4-2-26	Fr. Crown
9-33-1-26	10-4-2-26	Fr Crown
10-33-1-26	11-4-2-26	Crown
11-33-1-26	12-4-2-26	Crown
13-33-1-26	14-4-2-26	Crown
14-33-1-26	9-5-2-26	
15-33-1-26	10-5-2-26	
16-33-1-26	3-10-2-26	
4-3-2-26		
9-3-2-26	5-4-2-26	
10-3-2-26		
11-3-2-26		
12-3-2-26		
13-3-2-26		
14-3-2-26		
15-3-2-26		
16-3-2-26		
1-4-2-26		
2-4-2-26		
3-4-2-26		
4-4-2-26		



HYDROCARBONS LTD.

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



February 2, 1987

Royalty Interest Owners
Waskada Unit No. 15
(Addressee List Attached)

Gentlemen:

Re: Waskada Unit No. 15
Effective Date

The Manitoba Oil & Gas Conservation Board have approved an Effective Date for the captioned unit of February 1, 1987.

During the period when the various parties were executing the Unit Agreement it was noted that there was a typographical error on page 10 in clause 703, eighth line. To accomplish execution-in-counterpart we did not make a correction at that time, but promised to rectify this situation after the Effective Date. Enclosed are two copies of page 10 with the necessary change. Please initial the change and return one copy to Omega. The other copy is for your files.

Also enclosed is one copy of each of revised pages A2, A3 and A5 for your files, which have corrections to Working Interest Owner's interests only and the notations thereto for Tracts numbered 2, 3, 4, 5, 9, 10, 14, 15, 27 and 28. The reason page A2 is marked Revision No. 2 is because there was a second change made to the notations applicable to the Baxter Lake interest for Tract No. 4.

Yours truly,

OMEGA HYDROCARBONS LTD.

R.A. Beamish
Joint Interest Coordinator

Encl:

cc: Conservation Board(2 copies)

RAB/tct

WASKADA UNIT NO. 15

ROYALTY INTEREST OWNERS

ADDRESSEE LIST

McKinney Farms Ltd.
Waskada, Manitoba
ROM 2E0

Ovey Oil Ltd.
Box 89
Waskada, Manitoba
ROM 2E0

Donald Keith Millar
Box 165
Waskada, Manitoba
ROM 2E0

60274 Manitoba Ltd.
Attention: Dorothy Young
Box 89
Waskada, Manitoba
ROM 2E0

William Lloyd McKinney
Box 70
Waskada, Manitoba
ROM 2E0

Brock Glover Lee
Box 656
Carman, Manitoba
ROG 0J0

Hudson's Bay Oil & Gas Company Limited
c/o Dome Petroleum Limited
P.O. Box 200
Calgary, Alberta
T2P 2H8

Canada Trust Company
230 Portage Avenue
P.O. Box 881
Winnipeg, Manitoba
R3C 0B1

Hooper Farms Ltd.
Box 58
Waskada, Manitoba
ROM 2E0

Frank Ross Young
1898 Skylark Place
Victoria, B.C.
V8N 2X1

Pop's Oil Ltd.
c/o Sheldon Lanchbery
Barrister & Solicitor
P.O. Box 489
Deloraine, Manitoba
ROM 0M0

60273 Manitoba Ltd.
Attention: Dorothy Young
Box 89
Waskada, Manitoba
ROM 2E0

James Alexander McKinney
Box 70
Waskada, Manitoba
ROM 2E0

Howard Glover Lee
Box 83
Waskada, Manitoba
ROM 2E0

Francine Lee
Box 656
Carman, Manitoba
ROG 0J0

PanCanadian Petroleum Limited
P.O. Box 2850
150 - 9th Avenue S.W.
Calgary, Alberta
T2P 2S5

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

E X H I B I T " A "

Tract No.	Land Description (Lsd)	Working Interest Owner	Share, %	Royalty Owner	Interest Share, %	Interim Tract Participation (%)	Final Tract Participation (%)
1	6-33-1-26 WPM	Omega	100.0	McKinney Farms	100.0	15.0267	7.0211
2	7-33-1-26 WPM	Omega Baxter Lake ⁽⁴⁾	50.0 50.0	F.R. Young Ovey Oils	50.0 50.0	2.1578	2.9305
3	8-33-1-26 WPM	Omega Baxter Lake ⁽⁴⁾	50.0 50.0	F.R. Young Ovey Oils	50.0 50.0	3.0935	2.9796
4	9-33-1-26 WPM	Omega Baxter Lake ⁽⁴⁾ ₁	50.0 50.0	Pop's Oil D.K. Millar	66.667 33.333	2.4532	3.1702
5	10-33-1-26 WPM	Omega Baxter Lake Chevron	50.0 35.0 15.0	Pop's Oil D.K. Millar	66.667 33.333	2.7836	2.8872
6	11-33-1-26 WPM	Omega	100.0	60273 Manitoba 60274 Manitoba McKinney Farms J.A. McKinney W.L. McKinney	8.334 8.333 50.0 16.667 16.666	1.3555	1.8188
7	13-33-1-26 WPM	Omega	100.0	60273 Manitoba 60274 Manitoba McKinney Farms J.A. McKinney W.L. McKinney	8.334 8.333 50.0 16.667 16.666	8.6877	4.5099

Revision No. 2
1987-01-29

Effective: As of the
Effective Date

E X H I B I T " A "

Tract No	Land Description (Lsd)	Working Interest Owner	Share,%	Royalty Interest Owner	Share,%	Interim Tract Participation (%)	Final Tract Participation (%)
8	14-33-1-26 WPM	Omega	100.0	60273 Manitoba 60274 Manitoba McKinney Farms J.A. McKinney W.L. McKinney	8.334 8.333 50.0 16.667 16.666	2.4579	2.5785
9	15-33-1-26 WPM	Omega Baxter Lake Chevron	50.0 35.0 15.0	Pop's Oil D.K. Millar	66.667 33.333	6.1281	5.3322
10	16-33-1-26 WPM	Omega Baxter Lake Chevron	50.0 35.0 15.0	Pop's Oil D.K. Millar	66.667 33.333	4.4312	3.9765
11	4-3-2-26 WPM	Omega(2)	100.0	H.G. Lee B.G. Lee F. Lee	33.334 33.333 33.333	1.7422	2.0131
12	9-3-2-26 WPM	Omega Baxter Lake Chevron	53.68 27.79 18.53	Ovey Oils PanCanadian	92.65 7.35	1.9662	2.9370
13	10-3-2-26 WPM	Omega(1)	100.0	Ovey Oils PanCanadian	92.65 7.35	1.7582	3.0485
14	11-3-2-26 WPM	Omega(4)	100.0	Ovey Oils PanCanadian	92.65 7.35	2.7587	3.2841
15	12-3-2-26 WPM	Omega(4)	100.0	Ovey Oils PanCanadian	92.65 7.35	3.3679	3.5217

Revison No. 1
1987-01-29

- A3 -

Effective: As of the
Effective Date

E X H I B I T " A "

Tract No.	Land Description (Lsd)	Working Interest Owner	Working Interest Share, %	Royalty Owner	Interest Share, %	Interim Tract Participation (%)	Final Tract Participation (%)
26	7-4-2-26 WPM	Omega Chevron Baxter Lake	50.0 20.0 30.0	Ovey Oils	100.0	1.5468	2.1157
27	9-4-2-26 WPM	Omega (4)	100.0	Ovey Oils PanCanadian Crown	88.975 6.000 5.025	5.6226	4.0771
28	10-4-2-26 WPM	Omega (4)	100.0	Ovey Oils PanCanadian Crown D.K. Millar	87.1751 7.025 5.375 0.425	1.2407	2.1297
29	11-4-2-26 WPM	Omega	100.0	Crown	100.0	0.8729	1.4885
30	12-4-2-26 WPM	Omega	100.0	Crown	100.0	1.1721	2.3161
31	14-4-2-26 WPM	Omega	100.0	Crown	100.0	1.6882	1.9168
32	9-5-2-26 WPM	Omega	100.0	60273 Manitoba 60274 Manitoba J.A. McKinney W.L. McKinney	16.667 16.666 33.334 33.333	0.7976	2.2144
33	10-5-2-26 WPM	Omega	100.0	60273 Manitoba 60274 Manitoba J.A. McKinney W.L. McKinney	16.667 16.666 33.334 33.333	0.0676	1.3858

Revision No. 1
1987-01-29

Effective: As of the
Effective Date



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

January 30, 1987

Manitoba Petroleum Branch
550 - 330 Graham Avenue
Winnipeg, Manitoba
R3C 4E3

Attention: Mr. Bob Dubreuil

Dear Sir:

Re: Maskada Unit No. 15
Effective Date

Further to our telephone conversation this morning we request an Effective Date of February 1, 1987 for the captioned unit.

We are forwarding herewith by telecopier a copy of the execution page of the Unit Agreement as executed by each party. As discussed, special arrangements may be required regarding the confirmation of execution by Canada Trust Company, Brock Lee and Francine Lee. The original of this letter and proper copies of the execution pages will follow by overnight courier as soon as possible.

A copy of the Unit Operating Agreement will also be sent to you for your information.

Yours truly,

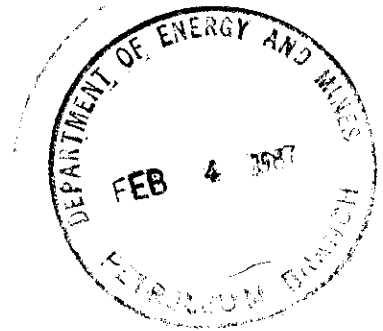
OMEGA HYDROCARBONS LTD.

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

R.A. Beamish
Joint Interest Coordinator

Encl:

RAB/tct





Action / Route Slip

Date: January 30, 1987

To: Bill McDonald

From: L.R. Dubreuil

Telephone: 6574

☐ Take Action

☐ Per Your Request

☐ Circulate, Initial
and Return

☐ For Approval and
Signature

☐ Make _____ Copies

☐ May We Discuss

☐ For Your Information

☐ Return With Comments
or Revisions

☐ Draft Reply for
Signature

☐ Please File

Comments: Attached is a letter approving Waskada Unit No. 15 with an effective date
of February 1, 1987. Omega has provided all the necessary royalty consents.
Please ensure letter is dated prior to February 1, 1987.



The Oil and Natural Gas
Conservation Board

Room 309
Legislative Building
Winnipeg, Manitoba, CANADA
R3C 0V8

(204) 945-3130

January 30, 1987

Omega Hydrocarbons Ltd.
1300 Sun Life Plaza
112 - 4th Avenue S.W.
CALGARY, Alberta
T2P 0H3

Attention: Mr. R.A. Beamish, P. Eng.

Dear Sir:

Re: Waskada Unit No. 15

The Waskada Unit No. 15 Unit Agreement is hereby approved with an effective date (pursuant to Article XIV of the Unit Agreement) of February 1, 1987.

Yours sincerely,

Wm. McDonald

bc: Wm. McDonald
B. Ball
Petroleum



MANITOBA

ON MATTERS OF STATE

No. 19

To The Honourable the Lieutenant Governor in Council
The undersigned, the Minister of Energy and Mines
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, 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 Omega Hydrocarbons Ltd. is the holder of Crown Oil and Natural Gas Lease No. L842-474 covering the Northwest quarter of Section 4, in Township 2, Range 26, WPM;

AND WHEREAS Omega Hydrocarbons Ltd. is the holder of Crown Oil and Natural Gas Lease No. L83-388 covering a portion of the Northeast quarter of Section 4, in Township 2, Range 26, WPM;

AND WHEREAS Omega Hydrocarbons Ltd. is proposing to unitize its operations in part of the Waskada Lower Amaranth A Pool as Waskada Unit No. 15, which unit includes the tracts described as Legal Subdivisions 9, 10, 11 12 and 14 of Section 4, in Township 2, Range 26, WPM;

AND WHEREAS Omega Hydrocarbons 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;

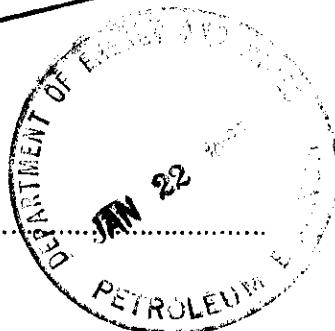
THEREFORE, he, the Minister, recommends:

THAT the Minister of Energy and Mines be authorized to enter into the Unit Agreement for Waskada Unit No. 15 in the form hereto annexed and marked as Schedule "A", or any form to the like effect.

Form with fields: Initiating Department/Agency, Department/Agency Authorized Officer, Approved By, C.S.C., Finance, Approved as to form by, Name, Litigation Branch, Legislative Counsel.

Signature

Handwritten signature of Wilson D. ...



IN THE EXECUTIVE COUNCIL CHAMBER, WINNIPEG

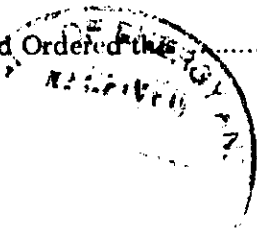
Upon consideration of the foregoing report and recommendation Council advises that it be done as recommended.

Date

Handwritten signature of Merrill Smith, President or Presiding Member

AT GOVERNMENT HOUSE IN THE CITY OF WINNIPEG

Approved and Ordered this ... day of ... A.D. ...



Handwritten signature of George Johnson, Lieutenant Governor

ON MATTERS OF STATE

To The Honourable the Lieutenant Governor in Council

The undersigned, the Minister of **Energy and Mines**

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, 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 Omega Hydrocarbons Ltd. is the holder of Crown Oil and Natural Gas Lease No. L842-474 covering the Northwest quarter of Section 4, in Township 2, Range 26, WPM;

AND WHEREAS Omega Hydrocarbons Ltd. is the holder of Crown Oil and Natural Gas Lease No. L83-388 covering a portion of the Northeast quarter of Section 4, in Township 2, Range 26, WPM;

AND WHEREAS Omega Hydrocarbons Ltd. is proposing to unitize its operations in part of the Waskada Lower Amaranth A Pool as Waskada Unit No. 15, which unit includes the tracts described as Legal Subdivisions 9, 10, 11 12 and 14 of Section 4, in Township 2, Range 26, WPM;

AND WHEREAS Omega Hydrocarbons 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. 15 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>WPM</i>
Approved By	Finance
C.S.C.	
Approved as to form by:	
I. D. Frost	
Initials	
Litigation Branch: <input checked="" type="checkbox"/>	
Legislative Counsel: <input checked="" type="checkbox"/>	

Signature

IN THE EXECUTIVE COUNCIL CHAMBER, WINNIPEG

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

Date

Muriel Smith
President or Presiding Member

AT GOVERNMENT HOUSE IN THE CITY OF WINNIPEG

Approved and Ordered this day of A.D.

Serge Johnson
Lieutenant Governor



Energy and Mines

Petroleum

555 — 330 Graham Avenue
Winnipeg, Manitoba, CANADA
R3C 4E3

(204) 945-6577

January 16, 1987

Omega Hydrocarbons Ltd.
1300, 112 - 4th Avenue S.W.
CALGARY, Alberta
T2P 0H3

Attention: R.A. Beamish
Joint Interest Coordinator

Dear Sir:

Re: Waskada Unit No. 15

Enclosed is one copy of the Unit Agreement for Waskada Unit No. 15 which has been executed by the Minister of Energy and Mines on behalf of the Crown as a royalty owner.

Please note that prior to the Unit becoming effective, the Unit Agreement must be approved by The Oil and Natural Gas Conservation Board.

Yours sincerely,

A handwritten signature in dark ink, appearing to read "L.R. Dubreuil". The signature is somewhat stylized and is located above the typed name.

L.R. Dubreuil
Chief Petroleum Engineer
Petroleum Division

LRD:dah

encl

Working interest therein shall be completely released from the agreement with respect to it upon the expiration of 90 days after the Effective Date. 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 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.

Chevron Canada Resources Limited

Date: 1987-01-30

WITNESS

[Signature]
Vice President
[Signature]
ASSISTANT SECRETARY

Execution Page forming part of the Unit Agreement - Waskada Unit No. 15.

Working Interest therein shall be completely released from the agreement with respect to it upon the expiration of 90 days after the Effective Date. This agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the Parties.

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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.

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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:

Jan 7/87

Shirley Smith
WITNESS

U. Rams
Minister of Energy and Mines

Execution Page forming part of the Unit Agreement - Waskada Unit No. 15.

owning interest therein shall be completely released from the agreement with respect to it upon the expiration of 90 days after the Effective Date. 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 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: 1986-12-29

Canadian Petroleum Limited

[Signature]

SEALING

WITNESS _____

[Signature]

SEALING

Execution Page forming part of the Unit Agreement - Waskada Unit No. 15.



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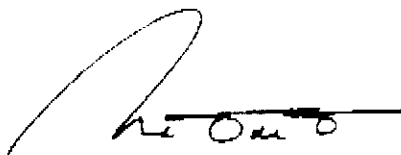
IN WITNESS WHEREOF the Parties have executed this agreement each on the date shown below.

Date: JANUARY 26, 1987



REPRESENTATIVE

HUDSON'S BAY OIL AND
GAS COMPANY LIMITED



ASST. SECRETARY

APPROVED	
Contracts	—
Verifications	JB
Landmen	—
Leases	AM
Exploit	—
Corp. Fin.	—

Execution Page forming part of the Unit Agreement - Waskada Unit No. 15.

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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 30 days thereafter.

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

Date: _____

[Signature]

WITNESS

Execution Page forming part of the Unit Agreement - Waskada Unit No. 15.

APPROVED AS TO
FORM AND CONTENT
[Signature]

owning interest therein shall be completely released from the agreement with respect to it upon the expiration of 90 days after the Effective Date. 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 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.

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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 30 days thereafter.

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

Date: Jan 24, 1987

WITNESS

Judith Allen File
Execution Page forming part of the Unit Agreement - Waskada Unit No. 15.

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF)
To Wit:)

I, JUDITH ELLEN ALLEN
of CARMAN in the Province of MANITOBA,
make oath and say:

1. THAT I was personally present and did see FRANCINE W. LEE
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 CARMAN in the
Province of MANITOBA, and that I am the subscribing witness
thereto.

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

SWORN before me at CARMAN)
in the Province of MANITOBA this)
26th day of JANUARY A.D. 1937)
[Signature])
A Commissioner for Oaths the Province)
of A NOTARY PUBLIC IN AND FOR THE PROVINCE OF MANITOBA)

Judith Allen

My Appointment Expires December 31st, 19

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF)
To Wit:)

I, JUDITH ELLEN ALLEN
of CARMAN in the Province of MANITOBA,
make oath and say:

1. THAT I was personally present and did see BROCK GLOVER LEE
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 CARMAN in the
Province of MANITOBA, and that I am the subscribing witness
thereto.

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

SWORN before me at CARMAN)
in the Province of MANITOBA this)
26th day of JANUARY A.D. 1987)
Lee)
A Commissioner for Oaths in and for the Province)
of MANITOBA)

Judith Allen

My Appointment Expires OCTOBER 23, 1988
December 31st, 19

owning interest therein shall be completely released from the agreement with respect to it upon the expiration of 90 days after the Effective Date. 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 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

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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 30 days thereafter.

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

Date:

Jan 26, 1987

WITNESS

Judith Allen

Bruce K.

Execution Page forming part of the Unit Agreement - Waskada Unit No. 15.



1300 SUN LIFE PLAZA B
1000 AVENUE S.W.
CALGARY, ALBERTA, CANADA T2P 0N1
TELEPHONE (403) 261-0740

January 30, 1987

Manitoba Petroleum Branch
550 - 330 Graham Avenue
Winnipeg, Manitoba
R3C 4E3

Attention: Mr. Bob Dubreuil

Dear Sir:

Re: Maskada Unit No. 15
Effective Date

Further to our telephone conversation this morning we request an Effective Date of February 1, 1987 for the captioned unit.

We are forwarding herewith by telecopier a copy of the execution page of the Unit Agreement as executed by each party. As discussed, special arrangements may be required regarding the confirmation of execution by Canada Trust Company, Brock Lee and Francine Lee. The original of this letter and proper copies of the execution pages will follow by overnight courier as soon as possible.

A copy of the Unit Operating Agreement will also be sent to you for your information.

Yours truly,

OMEGA HYDROCARBONS LTD.

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

R.A. Beamish
Joint Interest Coordinator

Encl:

RAB/tct

oil interest therein shall be completely released from the agreement with respect to it upon the expiration of 90 days after the Effective Date. This agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the Parties.

1502. 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 30 days thereafter.

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

Date: November 12th, 1986

WITNESS

Execution Page forming part of the Unit Agreement - Waskada Unit No. 15.

60273 Manitoba Ltd.

CANADA)
PROVINCE OF)
To wit:)

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

3. THAT I know the said Dorothy Elizabeth Young
and ~~he~~(~~or~~ she) is (~~or~~ ~~other~~ ~~age~~ ~~xxxx~~) in my belief of the full age of eighteen
years.

W. A. R. H. H.

My Appointment Expires December 31st, 19____

owning interest therein shall be completely released from the agreement with respect to it upon the expiration of 90 days after the Effective Date. 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 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.

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

Date: November 12th, 1986

WITNESS

Execution Page forming part of the Unit Agreement - Waskada Unit No. 15.

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF)
To Wit:)

I, WARREN SHARP
of the Village of Waskada in the Province of Manitoba,
make oath and say:

1. THAT I was personally present and did see Dorothy Elizabeth Young
named in the within instrument, who is (sex)
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 the Village of Waskada in the
Province of Manitoba, and that I am the subscribing witness
thereto.

3. THAT I know the said Dorothy Elizabeth Young
and ~~sex~~(or she) is (~~or they are each~~) in my belief of the full age of eighteen
years

SWORN before me at the Village of Waskada)
in the Province of Manitoba this)
12th day of November A.D. 1986)
Shirley Ann Wells)
A Commissioner for Oaths in the Province)
of Manitoba



SHIRLEY ANN WELLS
A Commissioner for Oaths
in and for the Province of Manitoba
for use therein.
My Appointment terminates Aug. 28, 1987

My Appointment Expires December 31st, 1986

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF)
To Wit:)

I, Stanley Nafe
of the Village of Waskada in the Province of Manitoba,
make oath and say:

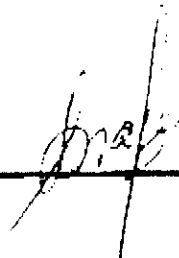
1. THAT I was personally present and did see _____
Donna Laura Ann Millar named in the within instrument, who is ~~xxxx~~
personally known to me to be the person(x) named therein, duly sign, seal and execute
the same for the purposes named therein.

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

3. THAT I know the said Donna Laura Ann Millar
and ~~xxxx~~(~~xxxx~~she) is (~~xxxx~~~~xxxx~~~~xxxx~~~~xxxx~~) in my belief of the full age of eighteen
years.

SWORN before me at the Village of Waskada)
in the Province of Manitoba this)
19th day of November A.D. 1986)

A Commissioner for Oaths in the Province)
of Manitoba



SHIRLEY ANN WELLS
A Commissioner for Oaths
in and for the Province of Manitoba
for use therein.
My Appointment terminates Aug. 28, 1987

My Appointment Expires December 31st, 19 _____

owning interest therein shall be completely released from the agreement with respect to it upon the expiration of 90 days after the Effective Date. 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 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: November 19th, 1986

WITNESS

Execution Page forming part of the Unit Agreement - Waskada Unit No. 15.

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF)
To Wit:)

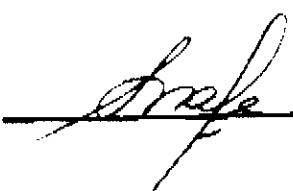
I, Stanely Nafe
of the Village of Waskada in the Province of Manitoba,
make oath and say:

1. THAT I was personally present and did see Ovey Seymour Young
named in the within instrument, who is (~~xxx~~)
personally known to me to be the person(*) named therein, duly sign, seal and execute
the same for the purposes named therein.

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

3. THAT I know the said Ovey Seymour Young
and he (~~xxxx~~) is (~~xxxxxxx~~) in my belief of the full age of eighteen
years.

SWORN before me at the Village of Waskada
in the Province of Manitoba this
12th day of November A.D. 1986
Shirley Ann Wells
A Commissioner for Oaths in the Province
of Manitoba



SHIRLEY ANN WELLS
A Commissioner for Oaths
in and for the Province of Manitoba
for use therein.
My Appointment terminates Aug. 28, 1987

My Appointment Expires December 31st, 19_____
Ovey Oil Ltd.

owning interest therein shall be completely released from the agreement with respect to it upon the expiration of 90 days after the Effective Date. This agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the Parties.

1502. Termination

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

Date: Nov. 12, 1926

WITNESS

Execution Page forming part of the Unit Agreement - Waskada Unit No. 15.

Over Oil Ltd.

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF)
To Wit:)

I, Bob C Wilson
of WASKADA in the Province of MAN,
make oath and say:

1. THAT I was personally present and did see James A McKinney
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 WASKADA in the
Province of Manitoba, and that I am the subscribing witness
thereto.

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

SWORN before me at Waskada)
in the Province of Manitoba this)
14 day of January A.D. 1987)
Bob C. Wilson)
A Commissioner for Oaths In the Province)
of Manitoba)

Bob C. Wilson

My Appointment Expires Nov 30 ~~December 31st~~, 19 88

owning interest therein shall be completely released from the agreement with respect to it upon the expiration of 90 days after the Effective Date. This agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the Parties.

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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 30 days thereafter.

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

Date: Jan 14/82

B. [Signature]
WITNESS

[Signature]

Execution Page forming part of the Unit Agreement - Waskada Unit No. 15.

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF)
To Wit:)

I, Bob C. Wilson
of WASKADA in the Province of MAN.,
make oath and say:

1. THAT I was personally present and did see WILLIAM L. MCKINNEY
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 WASKADA in the
Province of MANITOBA, and that I am the subscribing witness
thereto.

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

SWORN before me at WASKADA)
in the Province of MANITOBA this)
14 day of JAN. A.D. 1987)
Bob C. Wilson)
A Commissioner for Oaths in the Province)
of MANITOBA)

My Appointment Expires ~~December 31st~~, 19 88
Nov. 30

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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 30 days thereafter.

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

Date: Jan. 14/87

[Signature]
WITNESS

[Signature]

owning interest therein shall be completely released from the agreement with respect to it upon the expiration of 90 days after the Effective Date. This agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the Parties.

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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 30 days thereafter.

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

Date: Dec 1/86

PER'S CO. LIMITED
Larry H. Miller
President

WITNESS

James H. Miller
Secretary

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF B.C.)
To Wit:)

I, Patricia Heemskerk, Secretary
of the City of Victoria in the Province of B.C.,
make oath and say:

1. THAT I was personally present and did see Frank Ross Young
 _____ 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 Victoria in the Province of British Columbia, and that I am the subscribing witness thereto.

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

SWORN before me at Victoria
in the Province of British Columbia this
10th day of November A.D. 1986

~~A Notary Public in and for the Province of B.C.~~
A Notary Public in and for the Province of B.C.
of _____

~~My appointment expires December 31st, 19~~

ARTHUR J. BURNS
BARRISTER AND SOLICITOR
VICTORIA, B.C.

Frank Ross Young

owning interest therein shall be completely released from the agreement with respect to it upon the expiration of 90 days after the Effective Date. This agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the Parties.

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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 30 days thereafter.

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

Date: November 16/56

Witness
WITNESS

Legal Secretary

Execution Page forming part of the Unit Agreement - Waskada Unit No. 15.

Frank Ross Young

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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 30 days thereafter.

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

Date: December 3rd, 1986

WITNESS

Execution Page forming part of the Unit Agreement - Waskada Unit No. 15.

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF)
To Wit:)

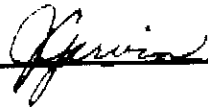
I, Janet Gervin
of the Village of Goodlands in the Province of Manitoba,
make oath and say:

1. THAT I was personally present and did see James Douglas Hooper and
Ronald Davis Hooper named in the within instrument, who ~~are~~ (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 the Village of Waskada in the
Province of Manitoba, and that I am the subscribing witness
thereto.

3. THAT I know the said James Douglas Hooper and Ronald Davis Hooper
and ~~they are each~~ (are they are each) in my belief of the full age of eighteen
years.

SWORN before me at the Village of Waskada)
in the Province of Manitoba this)
third day of December A.D. 1986)
Shirley Ann Wells)
A Commissioner for Oaths in the Province)
of Manitoba)


SHIRLEY ANN WELLS
A Commissioner for Oaths
in and for the Province of Manitoba
for use therein.
My Appointment terminates Aug. 28, 1987

My Appointment Expires December 31st, 19

owning interest therein shall be completely released from the agreement with respect to it upon the expiration of 90 days after the Effective Date. 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 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: DECEMBER 23, 1986

WITNESS

Omega Hydrocarbons Ltd.

[Signature]
PRESIDENT
[Signature]
SECRETARY

owning interest therein shall be completely released from the agreement with respect to it upon the expiration of 90 days after the Effective Date. This agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the Parties.

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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 30 days thereafter.

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

Date:

Dec. 14/87

WITNESS

Execution Page forming part of the Unit Agreement - Waskada Unit No. 15-

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF)
To Wit:)

I, Bob C Wilson
of WASKADA in the Province of MAN,
make oath and say:

1. THAT I was personally present and did see McKinney Farms Ltd
per W.H. McKinney + James A. McKinney 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 WASKADA in the
Province of Manitoba, and that I am the subscribing witness
thereto.

3. THAT I know the said McKinney Farms Ltd per W.H. McKinney + James A. McKinney
and he (or she) is (or they are each) in my belief of the full age of eighteen
years.

SWORN before me at WASKADA
in the Province of MANITOBA this
14 day of JANUARY A.D. 1987
Bob C Wilson
A Commissioner for Oaths In the Province
of Manitoba

Bob C Wilson

Appointment Expires Nov 30 1988

- 21 -

owning interest therein shall be completely released from the agreement with respect to it upon the expiration of 90 days after the Effective Date. This agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the Parties.

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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.

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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 30 days thereafter.

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

Baxter Lake Holdings Company Limited

Date: Jan 29 / 87

[Signature]
WITNESS

[Signature]

Execution Page forming part of the Unit Agreement - Waskada Unit No. 15.

owning interest therein shall be completely released from the agreement with respect to it upon the expiration of 90 days after the Effective Date. This agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the Parties.

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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.

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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 30 days thereafter.

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

Date: December 18th, 1986

WITNESS

Execution Page forming part of the Unit Agreement - Waskada Unit No. 15.

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF)
To Wit:)


I. Janet Gervin
of the Village of Goodlands in the Province of Manitoba,
make oath and say:

1. THAT I was personally present and did see Howard Glover Lee
named in the within instrument, who is (xxx)
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 the Village of Waskada in the
Province of Manitoba, and that I am the subscribing witness
thereto.

3. THAT I know the said Howard Glover Lee
and he (xxx) is (xxx) in my belief of the full age of eighteen
years

SWORN before me at the Village of Waskada)
in the Province of Manitoba this)
18th day of December A.D. 19 86)
Shirley Ann Wells)
A Commissioner for Oaths in the Province)
of Manitoba


SHIRLEY ANN WELLS
A Commissioner for Oaths
in and for the Province of Manitoba
for use therein.
My Appointment terminates Aug. 28, 19 87

My Appointment Expires December 31st, 19 86

Manitoba



Message

To

Bob

Person calling

Brock Lee

Of



Telephoned



Will call again



Called to see you



Please call



Returned your call



Will return

Telephone No.

Time

10/5

Message

*Bob Beamist asked him to
confirm that he & his wife did
sign the Unitization Agreement
- Send it to Omega last Mon.*

*If you have to phone him you can
reach him a.m. - 379-2719 or*

Date

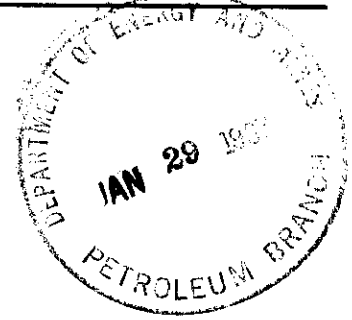
1/30

PM 745-6751

Message taken by

d

PS-f-36



January 29, 1987

DELIVERED

Mr. Bob Dubreuil
Manitoba Conservation Board
Petroleum Branch
550 - 330 Graham Avenue
Winnipeg, Manitoba

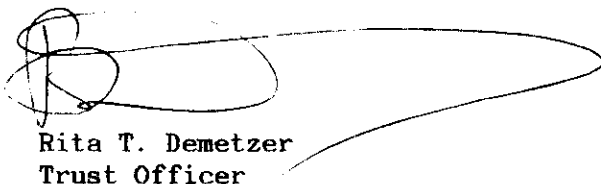
Dear Mr. Dubreuil:

Re: Account No. 05-016500-0
Waskada Oil Group No. 2

Enclosed is a photocopy of our signature and approval regarding the proposed unit number 15 by Omega Hydrocarbons.

We trust this is satisfactory.

Yours truly,



Rita T. Demetzer
Trust Officer

RTD/ot
Encl.

owning interest therein shall be completely released from the agreement with respect to it upon the expiration of 90 days after the Effective Date. 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 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.

The Canada Trust Company


Date: _____



WITNESS

Execution Page forming part of the Unit Agreement - Waskada Unit No. 15.

APPROVED AS TO
FORM AND CONTENT



Sent by from

Manitoba



Memorandum

Date December 11, 1986

To Charles S. Kang
Deputy Minister of Energy & Mines
309 Legislative Building

From H. Clare Moster
Executive Director
Petroleum Division

Telephone

Subject **Waskada Unit No. 15 Proposal**

Omega Hydrocarbons Ltd. is proposing to unitize an area in the Waskada Field which includes 34 tracts. The proposed Unit No. 15 involves three tracts (Lsd's) for which the Crown is the royalty interest owner (i.e. mineral rights owner) and two tracts for which the Crown is a partial interest owner. Section 74 of The Mines Act states that before a Unitization Agreement may 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, Omega has submitted two copies of the proposed Unit Agreement for the Waskada Unit No. 15 for approval (execution) by the Minister 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. Request authorizaition from Cabinet to permit him to enter into the proposed Waskada Unit No. 15 Unitization Agreement on behalf of the Crown (draft OIC attached) with respect to Lsd's 9, 10, 11, 12 and 14 of Section 4-2-26 (WPM).
2. Execute the attached two copies of the Unit Agreement for the Waskada Unit No. 15 as a royalty owner.

Discussion:

The five tracts in the proposed Waskada Unit No. 15 which contain Crown-owned mineral rights are Lsd's 9, 10, 11, 12 and 14 of Section 4-2-26 (WPM). Two of the tracts (Lsd's 9 and 10) are held under Crown Oil and Natural Gas Lease No. L83-388 covering a portion of the Northeast Quarter of Section 4. Three of the tracts (in Lsd's 11, 12 and 14) are held under Crown Oil and Natural Gas Lease No. L842-474 covering the Northwest Quarter of Section 4. All five tracts are held by Omega Hydrocarbons Ltd. Currently, five wells on the tracts are producing from the Waskada Lower Amaranth A Pool. The two wells on Lsd's 9 and 10 of Section 4-2-26 WPM are producing at

First Fold

a combination of approximately 27 m³ per month and a water-oil ratio of about 2.1 m³ per m³. The three wells on Lsd's 11, 12 and 14 of Section 4-2-26 WPM are producing at a combined rate of approximately 22 m³ and a water-oil ratio of about 3.0 m³ per m³. At such rates, all five wells are producing at or near their economic limits.

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. The Division has reviewed all the Tract Participation Factors proposed for the tracts in the Unit and feels they are reasonable.

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.

~~Signature of H. Clare Moster~~
H. Clare Moster

HCM/lk

Proposed Omega Unit No. 15

Tract/Location	ϕh -Omega	Tract Factor	Omega	ϕt -Marc	ϕh -Omega ϕt -Marc				
6-33-1-26	1.07	15.0	.85	1.2	Prov. \rightarrow 11-4	3568	0.81	0.9	0.97
7-33	1.69	2.2	0.68	2.5	Prov. \rightarrow 12-4	3569	1.46	1.2	.70
8-33	1.07	3.1	0.74	1.4	Prov. \rightarrow 14-4	3598	0.71	1.7	.59
9-33	1.34	2.5	0.76	1.8	9-5		1.36	0.8	.88
10-33	1.37	2.8	0.62	2.2	10-5		1.31	0.1	.86
11-33	1.18	1.4	?	?	3-10		1.19	1.2	.55
13-33	1.01	8.7	0.81	1.2					
14-33	0.97	2.3	1.00	1.0					
15-33	1.82	6.1	0.57	3.2X					
16-33	1.34	4.4	0.96	1.4					
4-3-2-26	1.04	1.7	0.77	1.4					
7-3	1.24	2.0	1.01	1.2					
10-3	1.02	1.8	0.98	1.0					
11-3	1.11	2.8	1.15	1.0					
12-3	1.03	3.4	0.62	1.7					
13-3	0.86	3.3	0.80	1.1					
14-3	1.03	1.9	1.05	1.0					
15-3	1.52	2.5	0.78	1.9					
16-3	0.87	2.7	0.84	1.0					
1-4	1.25	1.9	0.72	1.7					
2-4	0.84	2.2	1.16	0.7					
3-4	0.86	1.03	1.03	0.8					
4-4	1.09	0.96	3.2	0.96					
5-4	1.21	1.10	1.3	1.10					
6-4	1.11	0.84	2.1	0.84					
7-4	1.15	1.15	1.5	1.15					
9-4	0.88	0.66	5.6	0.66					
10-4	1.37	0.99	1.2	0.99					

3 Prov. wells: $\frac{(0.8 + 1.2) + 1.2}{3} = 1.07$

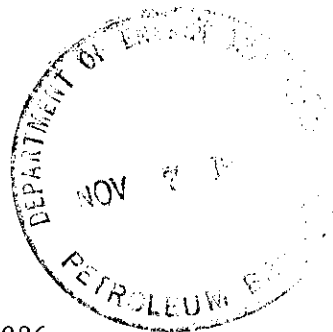
ϕt 's for 3 Crown wells are acceptable.

1842-474

partial Crown: average \therefore OK on tract factor.



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



November 6, 1986

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

Attention: Mr. Bob Dubreuil

Dear Sir:

Re: Proposed Waskada Unit No. 15

Unit documents for the captioned unit are in final preparation to be sent to each owner for execution.

As previously requested we are forwarding to you a copy of the Tract Participation Calculations. As there are some wells with high producing rates in this generally low producing rate area an interim Tract Participation will be in effect for one year from the Effective Date. Following that period a final Tract Participation will be employed based on a balance between reserves, initial rate and current rate.

All 16 ha tracts in this area of the pool having a Lower Amaranth producing well with sufficient production history or not requiring a work-over to shut-off excessive water production are proposed for inclusion in the unit at this time.

Yours truly,

OMEGA HYDROCARBONS LTD.

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

R.A. Beamish
Joint Interest Coordinator

Encl:

RAB/tct

FINAL TRACT PARTICIPATION CALCULATION

30-Oct-86

MASKARA UNIT 15 WORKING INTEREST OWNERSHIP BREAKDOWN

WORKING INTEREST OWNERS, THEIR SHARES IN EACH TRACT, AND THE RESULTING TOTAL WORKING INTERESTS											
TRACT NUMBER	TRACT FACTOR	1	2	3	4	5	6	7	8	9	10
		OMEGA		CHEVRON		REX					
		W.M.I.	W.M.I.	W.M.I.	W.M.I.	W.M.I.	W.M.I.	W.M.I.	W.M.I.	W.M.I.	W.M.I.
1	7.0211	1100.0000	7.0211	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
2	2.9305	11 50.0000	1.4653	50.0000	1.4652	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
3	2.9796	11 50.0000	1.4898	50.0000	1.4898	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
4	3.1702	11 50.0000	1.5851	50.0000	1.5851	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
5	2.8872	11 50.0000	1.4436	50.0000	1.4436	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
6	1.8188	1100.0000	1.8188	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
7	4.5099	1100.0000	4.5099	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
8	2.5785	1100.0000	2.5785	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
9	5.3122	11 50.0000	2.6661	50.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
10	3.9785	11 50.0000	1.9883	50.0000	1.9882	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
11	2.0131	1100.0000	2.0131	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
12	2.9370	11 53.6750	1.5764	27.8000	0.8165	18.5250	0.3441	0.0000	0.0000	0.0000	0.0000
13	3.0485	1100.0000	3.0485	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
14	3.2841	1100.0000	3.2841	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
15	3.5217	1100.0000	3.5217	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
16	3.1229	1100.0000	3.1229	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
17	2.1575	1100.0000	2.1575	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
18	2.8996	11 50.0000	1.4498	30.0000	0.8699	20.0000	0.5799	0.0000	0.0000	0.0000	0.0000
19	2.3073	11 50.0000	1.2537	30.0000	0.7522	20.0000	0.5014	0.0000	0.0000	0.0000	0.0000
20	2.8630	11 50.0000	1.4315	30.0000	0.8589	20.0000	0.5726	0.0000	0.0000	0.0000	0.0000
21	2.6612	11 50.0000	1.3306	30.0000	0.7984	20.0000	0.5322	0.0000	0.0000	0.0000	0.0000
22	4.0842	1100.0000	4.0842	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
23	2.4027	1100.0000	2.4027	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
24	2.1386	1100.0000	2.1386	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
25	2.6648	1100.0000	2.6648	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
26	2.1157	11 50.0000	1.0579	30.0000	0.6347	20.0000	0.4231	0.0000	0.0000	0.0000	0.0000
27	4.0771	1100.0000	4.0771	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
28	2.1297	1100.0000	2.1297	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
29	1.4885	1100.0000	1.4885	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
30	2.3181	1100.0000	2.3181	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
31	1.9168	1100.0000	1.9168	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
32	2.2144	1100.0000	2.2144	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
33	1.3858	1100.0000	1.3858	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
34	2.6452	1100.0000	2.6452	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
1100.0000		81.4781	15.3686	3.1533	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

INTERIM TRACT PARTICIPATION CALCULATION

34

WASKADA UNIT 15 TRACT PARTICIPATION - BASIC DATA

03-Nov-86

PRODUCTION PERIOD # 1										PRODUCTION PERIOD # 2												
TRACT#	LAND	DESCRIPTION	OMEGA	WORKING	AREA	REC.	Sw	Boi	IPHth	05-86	INT. (2)	(Ha)	(frac)	(m-3)	HRS	OIL	WATER	HRS	OIL	WATER	LAST 4 MONTHS	
1	6-33-1-26	WPM	100.00000	16	0.25	0.40	1.17	1.07	916.6	1	1	1	1	1	2878	635.6	2722.6	2878	635.6	2722.6		
2	7-33-1-26	WPM	50.00000	16	0.25	0.40	1.17	1.49	267.4	1	1	1	1	1	2879	91.3	42.4	2879	91.3	42.4		
3	8-33-1-26	WPM	50.00000	16	0.25	0.40	1.17	1.07	545.5	1	1	1	1	1	2879	130.9	332.4	2879	130.9	332.4		
4	9-33-1-26	WPM	50.00000	16	0.25	0.40	1.17	1.34	1633.2	1	1	1	1	1	2879	103.8	266.1	2879	103.8	266.1		
5	10-33-1-26	WPM	50.00000	16	0.25	0.40	1.17	1.37	208.6	1	1	1	1	1	2200	90.0	55.6	2200	90.0	55.6		
6	11-33-1-26	WPM	100.00000	16	0.25	0.40	1.17	1.18	45.1	1	1	1	1	1	999	19.9	42.6	999	19.9	42.6		
7	13-33-1-26	WPM	100.00000	16	0.25	0.40	1.17	1.01	624.2	1	1	1	1	1	2879	367.6	815.4	2879	367.6	815.4		
8	14-33-1-26	WPM	100.00000	16	0.25	0.40	1.17	0.99	421.0	1	1	1	1	1	2879	104.0	110.7	2879	104.0	110.7		
9	15-33-1-26	WPM	50.00000	16	0.25	0.40	1.17	1.82	1163.2	1	1	1	1	1	2879	259.3	149.0	2879	259.3	149.0		
10	16-33-1-26	WPM	50.00000	16	0.25	0.40	1.17	1.34	879.0	1	1	1	1	1	2879	187.5	401.4	2879	187.5	401.4		
11	4-3-2-26	WPM	100.00000	16	0.25	0.40	1.17	1.04	315.4	1	1	1	1	1	2855	73.1	109.5	2855	73.1	109.5		
12	9-3-2-26	WPM	53.67500	16	0.25	0.40	1.17	1.24	1053.6	1	1	1	1	1	2879	83.2	58.7	2879	83.2	58.7		
13	10-3-2-26	WPM	100.00000	16	0.25	0.40	1.17	1.02	1240.2	1	1	1	1	1	2879	74.4	40.7	2879	74.4	40.7		
14	11-3-2-26	WPM	100.00000	16	0.25	0.40	1.17	1.11	1283.3	1	1	1	1	1	2782	112.8	58.6	2782	112.8	58.6		
15	12-3-2-26	WPM	100.00000	16	0.25	0.40	1.17	1.03	1590.6	1	1	1	1	1	2879	142.5	53.4	2879	142.5	53.4		
16	13-3-2-26	WPM	100.00000	16	0.25	0.40	1.17	0.86	565.3	1	1	1	1	1	2879	137.7	45.7	2879	137.7	45.7		
17	14-3-2-26	WPM	100.00000	16	0.25	0.40	1.17	1.03	1189.8	1	1	1	1	1	2630	73.3	45.7	2630	73.3	45.7		
18	15-3-2-26	WPM	50.00000	16	0.25	0.40	1.17	1.52	350.6	1	1	1	1	1	2616	95.9	86.8	2616	95.9	86.8		
19	16-3-2-26	WPM	50.00000	16	0.25	0.40	1.17	0.87	351.7	1	1	1	1	1	2569	103.5	93.3	2569	103.5	93.3		
20	1-4-2-26	WPM	50.00000	16	0.25	0.40	1.17	1.25	1148.9	1	1	1	1	1	2779	78.8	203.3	2779	78.8	203.3		
21	2-4-2-26	WPM	50.00000	16	0.25	0.40	1.17	0.84	1010.2	1	1	1	1	1	2621	83.3	89.1	2621	83.3	89.1		
22	3-4-2-26	WPM	100.00000	16	0.25	0.40	1.17	0.86	1502.7	1	1	1	1	1	2879	194.5	93.6	2879	194.5	93.6		
23	4-4-2-26	WPM	100.00000	16	0.25	0.40	1.17	1.09	271.4	1	1	1	1	1	2720	126.4	111.0	2720	126.4	111.0		
24	5-4-2-26	WPM	100.00000	16	0.25	0.40	1.17	1.21	260.5	1	1	1	1	1	2513	48.1	102.5	2513	48.1	102.5		
25	6-4-2-26	WPM	100.00000	16	0.25	0.40	1.17	1.11	655.2	1	1	1	1	1	2879	88.7	107.4	2879	88.7	107.4		
26	7-4-2-26	WPM	50.00000	16	0.25	0.40	1.17	1.15	276.0	1	1	1	1	1	2569	58.4	101.9	2569	58.4	101.9		
27	9-4-2-26	WPM	100.00000	16	0.25	0.40	1.17	0.88	1172.9	1	1	1	1	1	720	59.5	50.3	720	59.5	50.3		
28	10-4-2-26	WPM	100.00000	16	0.25	0.40	1.17	0.81	170.7	1	1	1	1	1	2704	49.3	62.2	2704	49.3	62.2		
29	11-4-2-26	WPM	100.00000	16	0.25	0.40	1.17	1.37	359.2	1	1	1	1	1	2713	34.8	134.5	2713	34.8	134.5		
30	12-4-2-26	WPM	100.00000	16	0.25	0.40	1.17	1.46	182.0	1	1	1	1	1	2415	41.6	83.4	2415	41.6	83.4		
31	14-4-2-26	WPM	100.00000	16	0.25	0.40	1.17	1.71	222.1	1	1	1	1	1	2644	45.6	110.8	2644	45.6	110.8		
32	9-5-2-26	WPM	100.00000	16	0.25	0.40	1.17	1.36	243.0	1	1	1	1	1	2866	33.6	34.3	2866	33.6	34.3		
33	10-5-2-26	WPM	100.00000	16	0.25	0.40	1.17	1.31	28.3	1	1	1	1	1	2816	2.8	11.0	2816	2.8	11.0		
34	3-10-2-26	WPM	100.00000	16	0.25	0.40	1.17	1.19	445.7	1	1	1	1	1	2206	38.5	3.0	2206	38.5	3.0		
TOTALS:										0	0	0	0	0	0	8742	3890.2	6825.3	8742	3890.2	6825.3	0.0

INTERIM TRACT PARTICIPATION CALCULATION

26

WASKADA UNIT 15 TRACT FACTOR CALCULATIONS

08-Jul-26

[illegible]

INTERIM TRACT PARTICIPATION CALCULATION

WASKADA UNIT 15 WORKING INTEREST OWNERSHIP BREAKDOWN

08-JUL-86

TRACT NUMBER	TRACT FACTOR	WORKING INTEREST OWNERS, THEIR SHARES IN EACH TRACT, AND THE RESULTING TOTAL WORKING INTERESTS									
		1	2	3	4	5	6	7	8	9	10
		DNEA	SASO	CHEVRON	KEI						
		W.I.	W.I.	W.I.	W.I.	W.I.	W.I.	W.I.	W.I.	W.I.	W.I.
1	15.0267	1100.0000	15.0267	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
2	2.1578	50.0000	1.0789	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
3	3.0935	50.0000	1.5468	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
4	2.4532	50.0000	1.2266	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
5	2.7836	50.0000	1.3918	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
6	1.3555	1100.0000	1.3555	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
7	8.4877	1100.0000	8.4877	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
8	2.4579	1100.0000	2.4579	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
9	6.1281	50.0000	3.0641	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
10	4.1312	50.0000	2.2156	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
11	1.7422	1100.0000	1.7422	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
12	1.8662	51.6750	1.0554	18.5250	0.3642	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
13	1.7582	1100.0000	1.7582	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
14	2.7587	1100.0000	2.7587	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
15	3.3679	1100.0000	3.3679	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
16	3.2543	1100.0000	3.2543	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
17	1.8965	1100.0000	1.8965	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
18	2.4944	50.0000	1.2472	20.0000	0.4989	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
19	2.7412	50.0000	1.3706	20.0000	0.5482	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
20	1.9294	50.0000	0.9647	20.0000	0.3859	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
21	2.1625	50.0000	1.0813	20.0000	0.4123	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
22	4.5867	1100.0000	4.5867	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
23	3.1617	1100.0000	3.1617	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
24	1.3024	1100.0000	1.3024	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
25	2.0964	1100.0000	2.0964	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
26	1.5468	50.0000	0.7734	20.0000	0.3094	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
27	5.6226	1100.0000	5.6226	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
28	1.2407	1100.0000	1.2407	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
29	0.8729	1100.0000	0.8729	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
30	1.1721	1100.0000	1.1721	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
31	1.6882	1100.0000	1.6882	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
32	0.7976	1100.0000	0.7976	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
33	0.6676	1100.0000	0.6676	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
34	1.1876	1100.0000	1.1876	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
	1100.0000	83.1285	14.3324	2.5391	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

30-061-06

WASKADA UNIT 15 TRACT PARTICIPATION - BASIC DATA

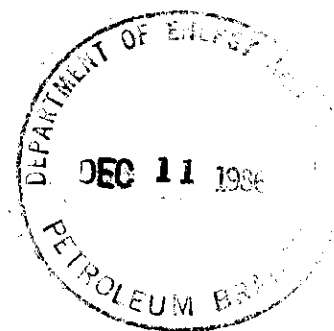
33

TRACT	LAND DESCRIPTION	WATER INT. (1)	WATER INT. (2)	AREA (Ha)	REC. FAC.	Sr	Boi	PH	05-86			FIRST 4 MONTHS			LAST 4 MONTHS		
									Q	Q	Q	HRS	OIL	WATER	HRS	OIL	WATER
1	6-33-1-26 WPM	100.00000	100.00000	16	0.25	0.40	1.17	1.07	916.6	2878	790.9	2543.0	2878	635.6	2722.6		
2	7-33-1-26 WPM	50.00000	50.00000	16	0.25	0.40	1.17	1.69	267.4	2779	149.4	128.2	2879	91.3	42.4		
3	8-33-1-26 WPM	50.00000	50.00000	16	0.25	0.40	1.17	1.07	545.5	2098	348.7	858.2	2879	130.9	332.4		
4	9-33-1-26 WPM	50.00000	50.00000	16	0.25	0.40	1.17	1.34	1633.2	2397	453.6	521.2	2879	103.8	206.1		
5	10-33-1-26 WPM	50.00000	50.00000	16	0.25	0.40	1.17	1.37	208.6	2307	141.7	104.1	2200	90.0	55.6		
6	11-33-1-26 WPM	100.00000	100.00000	16	0.25	0.40	1.17	1.18	45.1	1957	32.2	42.8	999	19.9	42.6		
7	12-33-1-26 WPM	100.00000	100.00000	16	0.25	0.40	1.17	1.01	674.2	2779	428.1	1369.9	2879	367.6	815.4		
8	13-33-1-26 WPM	100.00000	100.00000	16	0.25	0.40	1.17	0.99	421.0	2826	267.3	329.0	2879	104.0	110.7		
9	14-33-1-26 WPM	50.00000	50.00000	16	0.25	0.40	1.17	1.82	1163.2	2552	665.0	331.5	2879	259.3	149.0		
10	15-33-1-26 WPM	50.00000	50.00000	16	0.25	0.40	1.17	1.34	879.0	2327	544.0	935.6	2879	187.5	401.4		
11	16-33-1-26 WPM	100.00000	100.00000	16	0.25	0.40	1.17	1.04	315.4	2796	141.1	258.8	2855	73.1	109.5		
12	17-33-1-26 WPM	53.67500	53.67500	16	0.25	0.40	1.17	1.24	1053.6	2711	401.6	343.2	2879	83.2	58.7		
13	18-33-1-26 WPM	100.00000	100.00000	16	0.25	0.40	1.17	1.02	1240.2	2131	420.0	221.4	2879	74.4	40.7		
14	19-33-1-26 WPM	100.00000	100.00000	16	0.25	0.40	1.17	1.11	1283.3	2663	465.5	298.8	2782	112.8	58.4		
15	20-33-1-26 WPM	100.00000	100.00000	16	0.25	0.40	1.17	1.03	1590.6	2572	479.8	248.0	2879	142.5	53.4		
16	21-33-1-26 WPM	100.00000	100.00000	16	0.25	0.40	1.17	0.86	565.3	1736	272.3	161.9	2879	137.7	102.1		
17	22-33-1-26 WPM	100.00000	100.00000	16	0.25	0.40	1.17	1.03	1189.8	1465	87.9	260.0	2630	73.3	45.7		
18	23-33-1-26 WPM	50.00000	50.00000	16	0.25	0.40	1.17	1.52	350.6	2243	183.6	238.2	2616	95.9	86.8		
19	24-33-1-26 WPM	50.00000	50.00000	16	0.25	0.40	1.17	0.87	351.7	2069	187.5	249.0	2569	103.5	93.3		
20	25-33-1-26 WPM	50.00000	50.00000	16	0.25	0.40	1.17	1.25	1148.9	2784	502.3	661.8	2779	78.8	203.3		
21	26-33-1-26 WPM	50.00000	50.00000	16	0.25	0.40	1.17	0.84	1010.2	2760	446.8	500.1	2621	83.3	89.1		
22	27-33-1-26 WPM	100.00000	100.00000	16	0.25	0.40	1.17	0.86	1502.7	2679	518.6	222.9	2879	194.5	93.6		
23	28-33-1-26 WPM	100.00000	100.00000	16	0.25	0.40	1.17	1.09	271.4	2486	124.0	153.1	2720	126.4	111.0		
24	29-33-1-26 WPM	100.00000	100.00000	16	0.25	0.40	1.17	1.21	260.5	2638	177.2	156.7	2513	48.1	102.5		
25	30-33-1-26 WPM	100.00000	100.00000	16	0.25	0.40	1.17	1.11	655.2	1958	241.6	229.8	2879	88.7	107.4		
26	31-33-1-26 WPM	50.00000	50.00000	16	0.25	0.40	1.17	1.15	276.0	2727	195.5	429.8	2569	58.4	101.9		
27	32-33-1-26 WPM	100.00000	100.00000	16	0.25	0.40	1.17	0.88	1172.9	2263	451.5	177.8	720	59.5	50.3		
28	33-33-1-26 WPM	100.00000	100.00000	16	0.25	0.40	1.17	1.37	359.2	2782	147.7	369.8	2704	49.3	62.2		
29	34-33-1-26 WPM	100.00000	100.00000	16	0.25	0.40	1.17	0.81	170.7	2200	108.6	139.8	2713	34.8	134.5		
30	35-33-1-26 WPM	100.00000	100.00000	16	0.25	0.40	1.17	1.46	182.0	1503	104.3	95.2	2415	41.6	83.4		
31	36-33-1-26 WPM	100.00000	100.00000	16	0.25	0.40	1.17	0.71	222.1	2338	173.3	175.7	2644	65.6	110.8		
32	37-33-1-26 WPM	100.00000	100.00000	16	0.25	0.40	1.17	1.36	243.0	2373	172.8	200.4	2866	33.6	34.3		
33	38-33-1-26 WPM	100.00000	100.00000	16	0.25	0.40	1.17	1.31	28.3	2457	25.5	51.4	2816	2.8	11.0		
34	39-33-1-26 WPM	100.00000	100.00000	16	0.25	0.40	1.17	1.19	445.7	2042	178.7	78.7	2206	38.5	3.0		
TOTALS:										80374	10028.6	12877.6	89742	3890.2	6825.3	0.0	0.0

[illegible]



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



November 5, 1986

Royalty Interest Owners
Proposed Waskada Unit No. 15
(Addressee List Attached)

Gentlemen:

Re: Proposed Waskada Unit No. 15

Encouraging results from waterflooding have been obtained in other parts of the Lower Amaranth (Spearfish) oil pool. It is therefore proposed that a new unit be formed and waterflooding be instituted in an area in which you have a royalty interest. Exhibit "B" of the enclosed Unit Agreement shows the area of the new Unit No. 15.

In order to expand the waterflood to this area of the Pool we must form the unit and receive written approval of all parties affected. This is done by having all Royalty Interest and Working Interest Owners in the proposed unit approve by signing a Unit Agreement, and then applying to Manitoba Oil and Natural Gas Conservation Board for approval of the unit and for technical approval of the waterflood plan.

Please signify your approval by signing the enclosed two copies of the Unit Agreement on page 21. If the royalty is held by an individual you should sign before an appropriate witness and have the Affidavit of Execution completed. Shirley Wells of our Waskada staff is a Commissioner for Oaths and can serve in this capacity if desired. If the royalty is held by a corporation the appropriate officer(s) should sign, date, and affix the seal. One copy of the signed Unit Agreement is to be returned to Omega as soon as possible, and the other copy is for your file. If you live in the Waskada area, please drop the copy at our office there, otherwise please mail it to our Calgary office in the return envelope provided.

It is imperative that waterflooding be commenced as quickly as possible in this area of the pool which has mainly low rate producers. With the current oil prices situation many of the wells will become un-economic to produce if the reservoir pressure is not increased quickly.

The formulas to determine a tract's participation in this unit are:

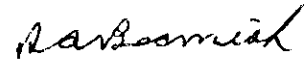
Interim Participation: Based on the oil rate for a representative, current four months period for each well. Interim participation retains a better cash flow relationship with the pre-unit position. It will be utilized for one year (see clause 601), at which time the long term benefits of waterflooding will be taking effect.

Final Participation: Is based 30% on reserves, plus 30% on initial productivity, plus 40% on current productivity. Reserves are calculated to obtain the remaining, recoverable reserve by waterflooding. Initial productivity is determined from the first four, representative months production for each well. Both productivity factors are modified to account for the variation in water production from well to well, that is, each productivity factor is based 75% on oil rate, and 25% on oil cut over their respective four month periods.

If you have any questions regarding this matter, please call me (toll free) using number 1-800-661-9257. An impartial third party opinion may be obtained by contacting Mr. Bob Dubreuil of the Manitoba Petroleum Branch at (204) 945-6574.

Yours truly,

OMEGA HYDROCARBONS LTD.



R.A. Beamish
Joint Interest Coordinator

Encl:

cc: Proposed Waskada Unit No. 15 File

RAB/tct

WASKADA UNIT NO. 15

ROYALTY INTEREST OWNERS

ADDRESSEE LIST

McKinney Farms Ltd.
Waskada, Manitoba
ROM 2E0

Ovey Oil Ltd.
Box 89
Waskada, Manitoba
ROM 2E0

Donald Keith Millar
Box 165
Waskada, Manitoba
ROM 2E0

60274 Manitoba Ltd.
Attention: Dorothy Young
Box 89
Waskada, Manitoba
ROM 2E0

William Lloyd McKinney
Box 70
Waskada, Manitoba
ROM 2E0

Brock Glover Lee
Box 656
Carman, Manitoba
ROG 0J0

Hudson's Bay Oil & Gas Company Limited
c/o Dome Petroleum Limited
P.O. Box 200
Calgary, Alberta
T2P 2H8

Canada Trust Company
230 Portage Avenue
P.O. Box 881
Winnipeg, Manitoba
R3C 0B1

Hooper Farms Ltd.
Box 58
Waskada, Manitoba
ROM 2E0

Frank Ross Young
1898 Skylark Place
Victoria, B.C.
V8N 2X1

Pop's Oil Ltd.
c/o Sheldon Lanchbery
Barrister & Solicitor
P.O. Box 489
Deloraine, Manitoba
ROM 0M0

60273 Manitoba Ltd.
Attention: Dorothy Young
Box 89
Waskada, Manitoba
ROM 2E0

James Alexander McKinney
Box 70
Waskada Manitoba
ROM 2E0

Howard Glover Lee
Box 83
Waskada, Manitoba
ROM 2E0

Francine Lee
Box 656
Carman, Manitoba
ROG 0J0

PanCanadian Petroleum Limited
P.O. Box 2850
150 - 9th Avenue S.W.
Calgary, Alberta
T2P 2S5

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