



TUNDRA OIL & GAS

1700 - One Lombard Place, Winnipeg, MB R3B 0X3
TEL: (204) 934-5850 FAX: (204) 934-5820



February 12, 2016

Royalty and Working Interest Owners:
(Addressee list attached)

**Subject: Goodlands Unit No. 1
Unit Agreement - Exhibit "A" Revision
TOGP File: U-016**

Enclosed for your records is one (1) copy of the following:

- Exhibit "A", Revision No. 3, effective December 1, 2015
- Assignment Agreement from ARC Resources General Partnership to Tundra Oil & Gas Partnership
- A complete set of executed counterpart pages.

This revision reflects the following:

- Assignment of Freehold Mineral Lease from the Estate of George [REDACTED] Meggison to Caroline [REDACTED] Meggison and Douglas [REDACTED] Meggison (Transaction Date: December 12, 2007).
- Assignment of Lessor Interest in Lease from Frederick [REDACTED] Adams to 6537171 Manitoba Ltd. (Transaction Date: November 7, 2013).
- Assignment of Lessor Interest in Lease from the Estate of Harold [REDACTED] Adams to 6537180 Manitoba Ltd. (Transaction Date: December 17, 2013).
- Assignment of Lease from the Estate of Beverley [REDACTED] Adams to 5972435 Manitoba Ltd. (Transaction Date: November 10, 2009).
- Assignment of Lease from Ronald [REDACTED] Nestibo and Brenda [REDACTED] Nestibo to 5922250 Manitoba Ltd. (Transaction Date: September 1, 2009).
- Assignment Agreement from ARC Resources General Partnership to Tundra Oil & Gas Partnership effective December 1, 2015 (Transaction Date: December 15, 2015).

Please update your files accordingly.

Please direct any questions or comments to the undersigned at 403-513-1008 or stephanie.seifridt@tundraoilandgas.com.

Yours truly,

TUNDRA OIL & GAS

for [REDACTED]
Stephanie Seifridt
Joint Venture Consultant

Enclosures
SS/sdm

Affiliate of JAMES RICHARDSON & SONS, LIMITED Established 1857

FIELD OFFICE: 295 - 3rd Avenue, Box 1960, Virden, MB R0M 2C0 TEL: (204) 748-3095 FAX: (204) 748-1007
CALGARY OFFICE: Suite 1000 - 715 5th Avenue SW, Calgary, AB T2P 2X6 TEL: (403) 261-1876 FAX: (403) 261-1042

Goodlands Unit No. 1
Addressee List

Tundra Oil & Gas Partnership
1700 One Lombard Place
Winnipeg, MB R3B 0X3
Attention: Manager, Mineral Land

Caroline [REDACTED] Meggison
[REDACTED]

4442164 Manitoba Ltd.
104 – 25 Amy Street
Winnipeg, MB R3B 0T9
Attention: Kevin McArthur

Douglas [REDACTED] Meggison
[REDACTED]

6537171 Manitoba Ltd.
Box 441
Melita, MB R0M 1L0
Attention: Frederick Lee Adams, President

Minister of Finance
Manitoba Mineral Resources
306 – 1395 Ellice Avenue
Winnipeg, MB R3G 3P2

6537180 Manitoba Ltd.
38 Waxwing Bay
Brandon, MB R7C 1C6
Attention: Eric Adams, President

5972435 Manitoba Ltd.
Box 15
Goodlands, MB R0M 0R0
Attention: Russell Adams, President

5922250 Manitoba Ltd.
Box 605
Melita, MB R0M 1L0
Attention: Ronald Nestibo, President

EXHIBIT 'A' TRACT PARTICIPATION

Attached to and made part of an Agreement Entitled

Unit Agreement - Goodlands Unit No. 1

Tract No.	Land Description	Working Interest		Rental Interest		Tract Participation %
		Owner	Share (%)	Owner	Share (%)	
1	Lsd 7-10-1-24WPM	Tundra Oil & Gas Partnership	100.000	4442164 Manitoba Ltd. Caroline Meggison Douglas Meggison	50.000 25.000 25.000	9.740977
2	Lsd 8-10-1-24-WPM	Tundra Oil & Gas Partnership	100.000	4442164 Manitoba Ltd. Caroline Meggison Douglas Meggison	50.000 25.000 25.000	9.234863
3	Lsd 9-10-1-24WPM	Tundra Oil & Gas Partnership	100.000	4442164 Manitoba Ltd. Caroline Meggison Douglas Meggison	50.000 25.000 25.000	6.741417
4	Lsd 10-10-1-24WPM	Tundra Oil & Gas Partnership	100.000	4442164 Manitoba Ltd. Caroline Meggison Douglas Meggison	50.000 25.000 25.000	12.096761
5	Lsd 15-10-1-24WPM	Tundra Oil & Gas Partnership	100.000	4442164 Manitoba Ltd. Caroline Meggison Douglas Meggison	50.000 25.000 25.000	9.700488
6	Lsd 16-10-1-24WPM	Tundra Oil & Gas Partnership	100.000	4442164 Manitoba Ltd. Caroline Meggison Douglas Meggison	50.000 25.000 25.000	2.689144
7	Lsd 5-11-1-24WPM	Tundra Oil & Gas Partnership	100.000	Her Majesty the Queen in Right of the Province of Manitoba	100.000	6.775158
8	Lsd 11-11-1-24WPM	Tundra Oil & Gas Partnership	100.000	Her Majesty the Queen in Right of the Province of Manitoba	100.000	14.526438
9	Lsd 12-11-1-24WPM	Tundra Oil & Gas Partnership	100.000	Her Majesty the Queen in Right of the Province of Manitoba	100.000	3.534689
10	Lsd 13-11-1-24WPM	Tundra Oil & Gas Partnership	100.000	Her Majesty the Queen in Right of the Province of Manitoba	100.000	5.668459
11	Lsd 14-11-1-24WPM	Tundra Oil & Gas Partnership	100.000	Her Majesty the Queen in Right of the Province of Manitoba	100.000	6.336527
12	Lsd 3-14-1-24WPM	Tundra Oil & Gas Partnership	100.000	6537171 Manitoba Ltd. 6537180 Manitoba Ltd. 5972435 Manitoba Ltd. Tundra Oil & Gas Partnership	8.330 8.330 33.340 50.000	4.221652
13	Lsd 4-14-1-24WPM	Tundra Oil & Gas Partnership	100.000	6537171 Manitoba Ltd. 6537180 Manitoba Ltd. 5972435 Manitoba Ltd.	8.330 8.330 33.340	2.837603
14	Lsd 1-15-1-24WPM	Tundra Oil & Gas Partnership	100.000	Tundra Oil & Gas Partnership	50.000	1.841526
15	Lsd 2-15-1-24WPM	Tundra Oil & Gas Partnership	100.000	5922250 Manitoba Ltd. 5922250 Manitoba Ltd.	100.000 100.000	4.054298

Unit Agreement: Goodlands Unit No. 1

Revision No.: 3

Effective Date: December 1, 2015

ASSIGNMENT AGREEMENT

THIS AGREEMENT dated as of the 15th day of December, 2015.

BETWEEN:

ARC Resources General Partnership, having an office in the City of Calgary, in the Province of Alberta, (the "Assignor")

- and -

Tundra Oil & Gas Partnership, having an office in the City of Winnipeg, in the Province of Manitoba, (the "Assignee")

WHEREAS the Assignor is a party to or bound by the agreements described in Schedule "A" attached hereto and made a part hereof (such agreements, including all amendments thereto, if any, hereinafter referred to as "the said Agreements");

AND WHEREAS Assignor has agreed to assign all of its interest to the Assignee in and under the said Agreements (hereinafter referred to as "the Assigned Interest");

AND WHEREAS the Assignee has agreed to assume all of the obligations of the Assignor under the said Agreements as and from the Effective Date, as shown on Schedule "A";

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the mutual covenants and agreements hereinafter set forth the parties hereto covenant and agree with one another as follows:


1. The Assignor hereby assigns, transfers, conveys and sets over unto the Assignee all of the Assignor's working interest (as described in Schedule "A") only to and under the said Agreements **TO HAVE AND TO HOLD** the same unto the Assignee for its sole use and benefit absolutely from and after the Effective Date.
2. The Assignee hereby accepts the assignment herein provided and covenants and agrees with the Assignor that it shall at all times from and after the Effective Date be bound by, observe, assume and perform all of the covenants and obligations thereafter accruing on the part of the Assignor under the said Agreements insofar as they relate to the Assigned Interest.
3. The Assignee hereby acknowledges that the Assignor shall be deemed to have been acting as the trustee and agent of the Assignee in all matters occurring in respect of the Agreements between the Effective Date and the delivery of a copy of this agreement and the Assignee hereby ratifies, adopts and confirms all acts and omissions of the Assignor in its capacity as such trustee and agent to the end that all such acts and omissions shall be deemed to have been effected by the Assignee.

4. The address of the Assignee for notices and other communications under the Agreements shall be as shown on Schedule "A".
5. Each of the Assignor and the Assignee shall from time to time and at all times hereafter, without further consideration, do and perform all such further acts and execute and deliver all such further assignments, notices, release and other documents and instruments as may reasonably be required to more fully effect or assure the assignment as provided herein.
6. This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successor and assigns.

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

ASSIGNOR:


ARC RESOURCES GENERAL PARTNERSHIP
by its managing partner, **ARC RESOURCES LTD.**



Carla Kruschel
Supervisor, Contracts and Land Administration

ASSIGNEE:

TUNDRA OIL & GAS PARTNERSHIP
by its Managing Partner, **Tundra Oil & Gas Limited**



Steven Ross
Vice President, Land

SCHEDULE "A"

**To Assignment Agreement
dated as of the 15th day of December, 2015, between
ARC Resources General Partnership and Tundra Oil & Gas Partnership**

"the said Agreements": GOODLANDS UNIT NO. 1 UNIT AGREEMENT;
ARC Resources General Partnership
dated July 01, 2002
(ARC File UA000042)

"the Assigned Interest": 100%

"the Effective Date": December 01, 2015

"address of Assignee": Tundra Oil & Gas Partnership
1000, 715 – 5th Avenue SW
Calgary, Alberta
T2P 2X6

Attention: JV Representative

**Reference (for information
only):**