

OSLER,  
HOSKIN &  
HARCOURT

BARRISTERS AND SOLICITORS · PATENT AND TRADEMARK AGENTS

April 30, 1987

RECORDATION NO. 15059-B Filed & Recorded  
APR 21 1987 10-2 5 PM  
INTERSTATE COMMERCE COMMISSION

DELIVERED BY COURIER

Mildred R. Lee  
Examiner  
Interstate Commerce Commission  
12th and Constitution Avenue N.W.  
Washington, D.C.  
20423 U.S.A

Dear Ms. Lee:

RE: Bank of Montreal  
AGCL Rescheduling  
Our File No. 75,272

Further to our letter of April 16, 1987, please find enclosed for recordation, in duplicate, the Second Supplemental Debenture from Alberta Gas Chemicals Ltd. in favour of the Bank of Montreal dated February 3, 1987 which was excluded from our earlier letter. Would you please file.

Yours very truly,

*Donald Gilchrist*

Donald G. Gilchrist

DGG:rmb  
encls.

REPLY TO:  
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CANADA )  
 )  
PROVINCE OF ONTARIO )  
 )  
TO WIT: )

RECORDATION NO. 15059 B Filed & Recorded  
APR 21 1987 10:25 PM  
INTERSTATE COMMERCE COMMISSION

I, Donald G. Gilchrist, a Notary Public in and for the Province of Ontario, by Royal Authority duly appointed, residing at the City of Toronto, in the Municipality of Metropolitan Toronto, in the said Province of Ontario, do certify that the paper writing hereto annexed is a true copy of a document produced and shown to me and purporting to be the Supplemental Debenture dated February 3rd, 1987 the said copy having been compared by me with the said original document, an act whereof being requested I have granted the same under my notarial form and seal of office to serve and avail as occasion shall or may require.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my notarial seal at the City of Toronto, this 30<sup>th</sup> day of April, 1987.

*D. G. Gilchrist*

A Notary Public in and for  
the Province of Ontario

№ 1 1887

ИЗДАНИЕ КОМПЛЕКСНОЕ



RECORDATION NO. 15059-B FILED & RECORDED

APR 21 1987 10:20 AM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL DEBENTURE

WHEREAS by virtue of a Debenture (hereinafter referred to as the "Principal Debenture") dated January 27, 1981 ALBERTA GAS CHEMICALS LTD., a corporation duly incorporated under the laws of the Province of Alberta (hereinafter referred to as the "Company"), covenanted and agreed to pay to the BANK OF MONTREAL, a chartered bank constituted under the Bank Act of Canada (hereinafter referred to as the "Bank"), the principal amount of \$165,000,000 with interest thereon and as otherwise provided in the credit agreement between the Company and the Bank dated January 27, 1981 (the "Credit Agreement");

AND WHEREAS by an agreement dated September 18, 1986 (the "Amended Credit Agreement") the Bank and the Company amended and restated the Credit Agreement to reschedule the repayment of the Company's indebtedness thereunder to the Bank by extending the time for payment and providing for repayment out of cash flows;

AND WHEREAS the Company issued to the Bank a supplemental debenture (the "First Supplemental Debenture") dated September 18, 1986 to the Principal Debenture to secure all of the indebtedness and obligations of the Company under the Amended Credit Agreement;

AND WHEREAS details of collateral pertaining to hydrocarbons promised to the Bank as security for the obligations of the Company under the Amended Credit Agreement were not available at the date of issue of the First Supplemental Debenture;

AND WHEREAS the Company undertook to the Bank in an undertaking (the "Waiver and Undertaking") dated September 18, 1986 to cause to be perfected by registration security interests in petroleum, natural gas and hydrocarbons and rights, licences, agreements, leases and permits to obtain and remove petroleum, natural gas and hydrocarbons and in other property, real and personal, pertaining to hydrocarbons;

AND WHEREAS failure to comply with the Waiver and Undertaking constitutes a default in the performance of an obligation of the Company which may be deemed by the Bank for the purposes of section 7.01(j) of the Amended Credit Agreement to be an obligation of AGCL under the Amended Credit Agreement;

AND WHEREAS the Company desires to fulfill its obligations under the Waiver and Undertaking by providing additional security to the Bank to secure its obligations under the Amended Credit Agreement;

NOW THEREFORE in consideration of the Bank entering into the Amended Credit Agreement, the obligations of the Company pursuant to the Waiver and Undertaking and the premises and the covenants and agreements hereinafter set forth and for value received by the Company, the receipt and sufficiency of which consideration is hereby acknowledged by the Company, the Company hereby covenants with the Bank as follows:

1. This Second Supplemental Debenture is an indenture supplemental to the Principal Debenture and the First Supplemental Debenture. The Principal Debenture, the First Supplemental Debenture and the Second Supplemental Debenture shall henceforth be read and construed as though all of the provisions thereof and hereof respectively were incorporated in a single instrument; provided that the "Mortgaged Property" referred to in section 2 of the First Supplemental Debenture and in Section 3 hereof shall also constitute "mortgaged property" for the purposes of sections 9, 10, 14, 19 and 20 of the Principal Debenture, as supplemented and amended by the First Supplemental Debenture and this Second Supplemental Debenture, the reference to the "first floating charge herein contained" in section 12 of the Principal Debenture, as supplemented and amended by the First Supplemental Debenture and this Second Supplemental Indenture shall also be a reference to the fixed charges and assignments provided for in Section 3 hereof and the reference to the floating charge in favour of the Bank in each of

sections 4(b), 6 and 8 of the Principal Debenture shall also be reference to the floating charge provided for in section 2 of the First Supplemental Debenture as supplemented and amended by this Second Supplemental Debenture.

2. The First Supplemental Debenture is hereby amended by deleting Subsections 2(a)(iv) and (vi) and Schedules Six and Seven thereto.

3. As further security for the due payment of the principal sum and interest and all other monies from time to time owing pursuant to the terms of the Amended Credit Agreement and the performance of the obligations of the Company therein and in the Principal Debenture, the First Supplemental Debenture and herein contained, but subject to the exceptions as to leaseholds in the Principal Debenture, the First Supplemental Debenture and herein contained, the Company hereby mortgages and charges by way of a first fixed and specific mortgage and charge to and in favour of the Bank, its successors and assigns, all of its undertakings, property and assets for the time being, both present and future, of whatsoever nature and kind and wheresoever situate, to the extent the same relate to or are used or useful in connection with the production, processing, storing or transmission of crude oil, natural gas, natural gas liquids or other liquids or gaseous hydrocarbons and products and substances produced in association therewith, including, but not limited to, sulphur

and all products derived from any of the foregoing (collectively "PNG") from those lands and premises (the "Lands") which are set forth and described in the attached Schedule A including, but without restricting the generality of the foregoing:

(a) all titles, leases, subleases, licenses, permits, reservations, instruments, rights and privileges confirming or empowering the rights of the Company to explore for, drill for or take PNG from the Lands;

(b) all PNG sale contracts pursuant to which the Company sells or may sell PNG from the Lands (irrespective of whether any of such contracts pertain to the sale of PNG from properties other than the Lands), and as all of the foregoing may be amended, supplemented, continued, renewed or replaced from time to time;

(c) all buildings, structures, improvements, fixtures, fixed machinery, fixed equipment, chattel machinery, chattel equipment, pipelines, flowlines, batteries, compressors, gas plants, processing equipment and related facilities, now or hereafter in existence and wherever they may be located, which are used for the processing, gathering, storage, production or transportation of PNG produced from any of the Lands and all replacements, spare parts, accessories

and inventories in respect of any of the foregoing;

(d) all wells now or hereafter situate:

(i) on lands an interest in which forms part of the Lands, which wells are used directly or indirectly for the recovery of PNG from the Lands; or

(ii) on lands which are pooled or unitized with the lands described in sub-paragraph (A) of this paragraph (iv), which wells are used directly or indirectly for the recovery of PNG;

(e) all rights and estates in and rights to enter upon, use or occupy the surface of any lands directly or indirectly relating to or necessary or used for the operation of any of the Lands and the facilities described in subsections (c) and (d) hereof;

(f) all agreements, books, records and other instruments and amendments, supplements, continuations, renewals or replacements thereof to the extent that they relate to or are necessary or used for operation of the interests described in this Section 3;

(g) any tapes, disks, or other imprinting or recording systems used for the storage, processing or transmission of information or accounting data in computers or other business machines to the extent that they relate to or are necessary or used for operation of the interests described in this Section 3;

(h) all proceeds of any property insurance on or proceeds of expropriation of the interests described in this Section 3;

(i) all PNG produced from or allocated to any of the Lands, including, without limitation, such PNG which is in lines, storage tanks or similar types of facilities;

(j) all proceeds from any sale or disposition of any of the assets described in this Section 3; and

(k) all processing, gathering, transportation, storage and supervision fees generated directly or indirectly from the assets described in this Section 3;

all of the property and assets of the Company described in the foregoing provisions of this Section 3 being hereinafter collectively referred to as the "Mortgaged Property".

TO HAVE AND TO HOLD the Mortgaged Property and all rights hereby conferred unto the Bank, its successors and assigns, forever, for the uses and purposes and with the powers and authorities and subject to the terms and conditions in the Principal Debenture, the First Supplemental Debenture and herein set forth.

The last day of the term of each lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Company as part of the Mortgaged Property, is hereby and shall be excepted out of the mortgages, charges and assignments hereby intended to be created and does not and shall not form part of the Mortgaged Property, but the Company shall stand possessed of the reversion remaining in the Company of any leasehold interest forming part of the Mortgaged Property upon trust for the purposes of the Principal Debenture and the First Supplemental Debenture as supplemented and amended by this Second Supplemental Debenture and to assign and dispose of the same as the Bank shall, for such purposes, direct. Upon any sale or sales of such leasehold interest or any part thereof, the Bank, for the purpose of vesting the aforesaid residue of any such term or any renewal thereof in any purchaser or purchasers thereof, shall be entitled by deed or writing to appoint such purchaser or purchasers or any other person or persons a new trustee or trustees of the aforesaid residue of any such term or renewal thereof in the place of the Company and to vest the same accordingly in the new trustee or trustees so appointed free and discharged from any obligation respecting the same.

4. The Principal Debenture and the First Supplemental Debenture, as supplemented and amended by this Second Supplemental Debenture, and the mortgages and charges created and provided thereby are hereby ratified, confirmed and preserved in all respects.

5. This Second Supplemental Debenture shall enure to the benefit of and be binding upon the Bank, its successors and assigns, and upon the Company, its permitted successors and assigns.

6. This Second Supplemental Debenture shall bear the formal date of ~~January~~<sup>February</sup> 3<sup>rd</sup>, 1987, being the actual date of the execution hereof.

7. This Second Supplemental Debenture shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

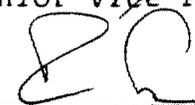
8. The Company shall from time to time when so directed by the Bank execute, acknowledge and deliver by its proper officers indentures, deeds and documents supplemental hereto which shall thereafter form part hereof and do and perform any and all other acts and things for the purpose of mortgaging and charging in favour of the Bank as part of the security, the

right, title and interest of the Company in and to all property mortgaged, charged or pledged to the Bank under the Principal Debenture and the First Supplemental Debenture as supplemented and amended by this Second Supplemental Debenture and for the purpose of perfecting such mortgages and charges.

IN WITNESS WHEREOF the Company has caused its corporate seal to be affixed duly attested by its proper officers in that behalf, the 3<sup>rd</sup> day of <sup>February</sup> ~~January~~, 1987.

ALBERTA GAS CHEMICALS LTD.

Per:   
Senior Vice President

Per:  c/s  
Vice President Finance

SCHEDULE "A" attached to and forming part of  
a Demand Debenture granted by Alberta Gas Chemicals Ltd.  
in favour of Bank of Montreal.

<u>Land Description</u>	<u>Lease Number</u>	<u>W.I.</u>	<u>Encumbrances</u>
<u>EDSON SOUTH</u>			
All petroleum and natural gas found within, upon or under Lsd. 6-18-49-17-W5M (all zones)	PNG 0585080333 dated 85/08/29	62.5%	Crown S-S Citadel - 2.5% GORR Petrosec - 2% of 25% GORR
All petroleum and natural gas found within, upon or under Lsd. 11-13-49-18-W5M (all zones)	PNG 0585080333 dated 85/08/29	75.00% BPO 62.50% APO	Crown S-S To Allarco - 15% of 25% (min 15¢/Mcf) conv. to 12.5% APO Citadel - 2.5% GORR Petrosec - 2% of 25% GORR
<u>McLEOD RIVER,</u>			
All petroleum and natural gas found within, upon or under Lsd. 10-16-55-14-W5M, excl. petroleum and natural gas below the base of the Bluesky-Bullhead zone	PNG 121866 dated 02/05/61	66.6666% BPO 40.0000% APO	Crown S-S Citadel - 2.5% GORR Chevron - 12% GORR (conv. to 40% APO)
All petroleum and natural gas found within, upon or under Lsd. 10-20-55-14-W5M, excl. petroleum and natural gas below the base of the Bluesky-Bullhead zone	PNG 0582010071 dated 14/01/82	66.6666%	Crown S-S Citadel - 2.5% GORR
All petroleum and natural gas found within, upon or under E/2 30-55-14-W5M, excl. petroleum and natural gas below the base of the Bluesky-Bullhead zone	PNG 124133 dated 24/10/61	66.6666% BPO 33.3333% APO	Crown S-S Citadel - 2.5% GORR Farmor - 15% (min 20¢/Mcf) on natural gas conv. to 50% APO.
All petroleum and natural gas found within, upon or under SW/4 30-55-14-W5M, excl. petroleum and natural gas below the base of the Bluesky-Bullhead zone.	PNG 0180020002 dated 24/10/61	66.6666% BPO 33.3333% APO	Crown S-S Citadel - 2.5% GORR Farmor - 15% (min 20¢/Mcf) on natural gas conv. to 50% APO.
All petroleum and natural gas found within, upon or under NW/4 30-55-14-W5M, excl. petroleum and natural gas below the base of the Bluesky-Bullhead zone	PNG 0580090057 dated 24/10/61	66.6666% BPO 33.3333% APO	Crown S-S Citadel - 2.5% GORR Farmor - 15% (min 20¢/Mcf) on natural gas conv. to 50% APO.

Schedule "A", page 2.

<u>Land Description</u>	<u>Lease Number</u>	<u>W.I.</u>	<u>Encumbrances</u>
All petroleum and natural gas found within, upon or under Lsd. 16-36-55-15-W5M, excl.	PNG 29444 dated 7/11/72	66.6666% BPO 33.3333% APO	Crown S-S Citadel - 2.5% GORR Dome - 3.0495% CdnHunt - 1.0467% Clarion - 0.3462% Esso - 0.1731% Shell - 10.3845% (min. \$5.30/10 <sup>3</sup> m <sup>3</sup> ) conv. to 50% APO

SUNDRE/WESTWARD HO

All petroleum and natural gas found within, upon or under Lsd. 6-24-33-7 W5M (all zones)	PNG 0679120099 dated 06/12/79	33.3333%	Crown S-S Citadel - 2.5% GORR Herb - 1% Page - 1/3 of 2% Samedan - 1/3 of 2% Mohawk - 1/3 of 2%
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All petroleum and natural gas found within, upon or under Lsd. 11-25 33-7-W5M (all zones)	PNG 0679120100 dated 06/12/79	33.3333%	Crown S-S Citadel - 2.5% GORR Herb - 1% Page - 1/3 of 2% Samedan - 1/3 of 2% Mohawk - 1/3 of 2%
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Schedule "A", page 3.

PRINCESS

All petroleum and natural gas found within, upon or under the E/2 2, E/2 11 and W/2 13-19-10-W4M, down to the base of the Pekisko formation	PNG 6960 dated 06/12/65	50.00%	Crown S-S
All petroleum and natural gas within, upon or under the W/2 17-19-10-W4M, down to and including the Second White Speckled Shale Zone in a Colorado Group of Upper Cretaceous Age	PNG 12283 dated 15/12/67	50.00%	Crown S-S
All natural gas in the Jumping Pound Sandstone Zone within, upon or under the N/2 and SW/4 31-20-10-W4M	PNG 991 dated 14/05/65	25.00%	Crown S-S
All petroleum and natural gas found within, upon and down to the base of the Second White Speckled Shale Zone under the W/2 16 and E/2 17-19-10-W4M	PNG 119791 dated 12/08/60	50.00%	Crown S-S 9.375% GORR to Home & Alminex 6.5% GORR to Alminex .45625¢/Mcf on ng to Princess LP
All petroleum and natural gas found within, upon and down to and including the Second White Speckled Zone in the Colorado Group of Upper Cretaceous Age under the E/2 36-19-10-W4M	PNG 3208 dated 12/06/64	50.00%	Crown S-S
All petroleum and natural gas found within, upon and down to the base of the Second White Speckled Shale Zone under the W/2 2-20-10-W4M	PNG 3209 dated 12/06/64	50.00%	Crown S-S
All petroleum and natural gas found within, upon and down to and including the Second White Speckled Zone in the Colorado Group of Upper Cretaceous Age under the E/2 12-20-10-W4M	PNG 5080 dated 22/03/65	50.00%	Crown S-S

Schedule "A", page 4.

<p>All petroleum and natural gas found within, upon and down to and including the Second White Speckled Shale Zone under the W/2 19, W/2 30, and W/2 31-19-10-W4M</p>	<p>PNG 12284 dated 15/12/67</p>	<p>50.00%</p>	<p>Crown S-S</p>
<p>All petroleum and natural gas found within, upon and down to the base of the Second White Speckled Shale Zone under the E/2 20 and E/2 29-19-10-W4M</p>	<p>PNG 12285 dated 15/12/67</p>	<p>50.00%</p>	<p>Crown S-S</p>
<p>All petroleum and natural gas found within, upon and down to the base of the Second White Speckled Shale Zone under Secs. 19 &amp; 30-20-9-W4M</p>	<p>PNG 17271 dated 09/05/69</p>	<p>100.00%</p>	<p>Crown S-S 15% (min 3¢/Mcf) GORR to Sun Oil on natural gas 5.5% GORR to Mid Transport</p>
<p>All petroleum and natural gas found within, upon and down to the base of the Second White Speckled Shale Zone under Sec. 5-21-10-W4M</p>	<p>PNG 25383 dated 20/07/71</p>	<p>100.00%</p>	<p>Crown S-S 15% (min 1-3/4¢/Mcf) on natural gas to Altana Expl. 2.5% GORR to Gotfred Oils 5.5% GORR to Mid Transport</p>
<p>All petroleum and natural gas found within, upon and down to the base of the Second White Speckled Shale Zone under Sec. 31-20-9-W4M Sec. 6-21-9-W4M and Secs. 1, 2, 11, and 12-21-10-W4M</p>	<p>PNG 30317 dated 19/02/73</p>	<p>100.00%</p>	<p>Crown S-S 10% GORR to Exten, Norcen &amp; Canterra (min 2¢ per Mcf) conv. to 50% APO 5.5% GORR to Mid Transport .6750¢/Mcf on ng to Princess LP</p>
<p>All petroleum and natural gas found within, upon and down to the base of the Second White Speckled Shale Zone under Secs. 24, 25 &amp; 36-20-10-W4M</p>	<p>PNG 30318 dated 10/03/73</p>	<p>100.00%</p>	<p>Same as above.</p>
<p>All petroleum and natural gas found within, upon and down to the base of the Second White Speckled Shale Zone under W/2 9, N/2 14, Secs. 15, 16, 21, 22 &amp; 23-21-10-W4M</p>	<p>PNG 30319 dated 19/02/73</p>	<p>100.00%</p>	<p>Same as above.</p>

Schedule "A", page 5.

All petroleum and natural gas found within, upon and down to the base of the Second White Speckled Shale Zone under Secs. 19, 20, 27 to 30 incl.-21-10-W4M	PNG 30320 dated 19/02/73	100.00%	Crown S-S 10% GORR to Norcen, Canterra & Exten 5.5% GORR to Mid Transport .675¢/Mcf on ng to Princess LP
All petroleum and natural gas found within, upon and down to the base of the Second White Speckled Shale Zone under Secs. 31, 32 & 33-21-10-W4M; Secs. 4, 5 & S/2 & NE/4 6-22-10-W4M	PNG 30321 dated 13/02/73	100.00	Same as above.
All petroleum and natural gas found within, upon and down to and including the Medicine Hat Zone of Upper Cretaceous Age under N/2 & SW/4 31-20-10-W4M	PNG 35343 dated 31/05/74	25.00%	Crown S-S
All petroleum and natural gas found within, upon or under E/2 3-20-10-W4M, excl. ng in Jumping Pound Sandstone, Bow Island and Basal Cretaceous Zones	PNG 37395 dated 13/12/74	42.5%	Crown S-S
All petroleum and natural gas found within, upon and down to the base of the Second White Speckled Shale Zone under W/2 2 & W/2 11-19-10-W4M	PNG 119787 dated 12/08/60	50.00%	Crown S-S 9.375% GORR to Home & Alminex .45625¢/Mcf on ng to Princess LP 6.5% GORR to Alminex
All petroleum and natural gas found within, upon and down to the base of the Second White Speckled Shale Zone under Sec. 3, E/2 9 & Secs. 10 & 15-19-10-W4M	PNG 119787 dated 12/08/60	100.00	Crown S-S 9.375% GORR to to Home & Alminex .45625¢/Mcf on ng to Princess LP  6.5% GORR to Alminex
All petroleum and natural gas found within, upon and down to the base of the Second White Speckled Shale Zone under W/2 9-19-10-W4M	PNG 119789 dated 12/08/60	100.00%	Crown S-S 9.375% GORR to Home & Alminex 6.5% GORR to Alminex GORR of .45625¢/Mcf on ng to Princess LP

Schedule "A", page 6.

All petroleum and natural gas found within, upon and down to the base of the Second White Speckled Shale Zone under E/2 13-19-10-W4M	PNG 119790 dated 12/08/60	50.00%	Crown S-S 9.375% GORR to Home & Alminex GORR of .45625¢/Mcf on ng to Princess LP 3.125% GORR to Cdn. Superior
All petroleum and natural gas found within, upon and down to the base of the Second White Speckled Shale Zone under E/2 19, W/2 20, W/2 29, and E/2 30-19-10-W4M	PNG 119792 dated 12/08/60	50.00%	Crown S-S 9.375% GORR to Home & Alminex 6.5% GORR to Alminex .45625¢/Mcf on ng to Princess LP
All petroleum and natural gas found within, upon and down to the base of the Second White Speckled Formation under W/2 25-19-10-W4M	PNG 119793 dated 12/08/60	50.00%	Same as above.
All petroleum and natural gas found within, upon and down to the base of the Second White Speckled Shale Zone under NE/4 26-19-10-W4M	PNG 119794 dated 12/08/60	25.00%	Crown S-S 9.375% GORR to Home & Alminex 3.125% GORR to Cdn. Superior .45625¢/Mcf on ng to Princess LP
All petroleum and natural gas found within, upon and down to the base of the Second White Speckled Shale Zone under E/2 31-19-10-W4M	PNG 119795 dated 12/08/60	50.00%	Same as above.
All petroleum and natural gas found within, upon and down to the base of the Second White Speckled Shale Zone under W/2 36-19-10-W4M	PNG 119796 dated 12/08/60	50.00%	Crown S-S 9.375% GORR to Home & Alminex 6.5% GORR to Alminex .45625¢/Mcf on ng to Princess LP
All petroleum and natural gas found within, upon and down to the base of the Second White Speckled Shale Zone under Sec. 1-20-10-W4M	PNG 119797 dated 12/08/60	100.00%	Crown S-S 9.375% GORR to Home & Alminex .45625¢/Mcf on ng to Princess LP 6.5% GORR to Alminex

Schedule "A", page 7.

<p>All petroleum and natural gas found within, upon and down to the base of the Second White Speckled Shale Zone under E/2 2-20-10-W4M</p>	<p>PNG 119797 dated 12/08/60</p>	<p>50.00%</p>	<p>9.375% GORR to Home &amp; Alminex .45625¢/Mcf on ng to Princess LP 6.5% GORR to Alminex</p>
<p>All petroleum and natural gas found within, upon and down to the base of the Second White Speckled Shale Zone under Sec. 11-20-10-W4M and W/2 12-20-10-W4M</p>	<p>PNG 119798 dated 12/08/60</p>	<p>100.00% 50.00%</p>	<p>Crown S-S 9.375% GORR to Home &amp; Alminex 6.5% GORR to Alminex .45625¢/Mcf on ng to Princess LP</p>
<p>All petroleum and natural gas found within, upon and down to the base of the Second White Speckled Shale Zone under Sec. 20-20-10-W4M</p>	<p>PNG 119799 dated 12/08/69</p>	<p>100.00%</p>	<p>Crown S-S 9.375% GORR to Home &amp; Alminex 6.5% GORR to Alminex .45625¢/Mcf on ng to Princess LP</p>
<p>All petroleum and natural gas found within, upon and down to the base of the Second White Speckled Shale Zone under Sec. 23-20-10-W4M</p>	<p>PNG 119800 dated 12/08/60</p>	<p>100.00%</p>	<p>Crown S-S 9.375% GORR to Home &amp; Alminex 6.5% GORR to Alminex .45625¢/Mcf on ng to Princess LP</p>
<p>All petroleum and natural gas found within, upon and down to the base of the Second White Speckled Shale Zone under Secs. 27, 28, 33 &amp; 34-20-10-W4M &amp; Secs. 3 &amp; 4-21-10-W4M</p>	<p>PNG 119801 dated 12/08/60</p>	<p>100.00%</p>	<p>Crown S-S 12.5% GORR to Home, Altana &amp; Alminex .45625¢/Mcf on ng to Princess LP</p>
<p>All petroleum and natural gas found in the Second White Speckled Shale Zone in the Colorado Group of Upper Cretaceous Age under SE/4 31-20-10-W4M</p>	<p>PNG 119802 dated 12/08/60</p>	<p>25.00%</p>	<p>Crown S-S 9.375% GORR to Home &amp; Alminex .45625¢/Mcf on ng to Princess LP 3.125% GORR to Cdn. Superior</p>
<p>All petroleum and natural gas down to the Second White Speckled Shale Zone in the Colorado Group of Upper Cretaceous Age under SE/4 31-20-10-W4M</p>	<p>PNG 119802 dated 12/08/60</p>	<p>100.00%</p>	<p>Same as above.</p>

Schedule "A", page 8.

<p>All petroleum and natural gas found within, upon and down to the base of the Second White Speckled Shale Zone under E/2 9 &amp; Sec. 10-21-10-W4M</p>	<p>PNG 119803 dated 12/08/60</p>	<p>100.00%</p>	<p>Crown S-S 12.5% GORR to Home, Altana &amp; Alminex .45625¢/Mcf on ng to Princess LP</p>
<p>All petroleum and natural gas found within, upon and down to the base of the Second White Speckled Shale Zone under W/2 13-21-10-W4M</p>	<p>PNG 119804 dated 12/08/60</p>	<p>100.00%</p>	<p>Crown S-S 9.375% GORR to Home &amp; Alminex 3.125% GORR to Cdn. Superior .45625¢/Mcf on ng to Princess LP</p>
<p>All petroleum and natural gas found within, upon and down to the base of the Second White Speckled Shale Zone under S/2 14-21-10-W4M</p>	<p>PNG 119805 dated 12/08/69</p>	<p>100.00%</p>	<p>Same as above</p>
<p>All petroleum and natural gas found within, upon or under NW/4 6-22-10-W4M</p>	<p>PNG 0479020106 dated 15/02/79</p>	<p>100.00%</p>	<p>Crown S-S</p>
<p>All petroleum and natural gas found within, upon or under W/2 7-22-10-W4M</p>	<p>PNG 0479020107 dated 15/02/79</p>	<p>100.00%</p>	<p>Crown S-S</p>
<p>All petroleum and natural gas found within, upon and down to the base of the Second White Speckled Shale Zone under Secs. 24, 25, N/2 26, Secs. 35 &amp; 36-21-11-W4M</p>	<p>PNG 30322 dated 19/02/73</p>	<p>100.00%</p>	<p>Crown S-S 10% GORR to Canterra, Exten &amp; Norcen 5.5% GORR to Mid Transport .6750¢/Mcf on ng to Princess LP</p>