

2007-JUL-03 03:25 PM
C310.02.66

CONTRACT SUMMARY

Contract No
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C011206

Description **NON-CROSS CONVEYED POOLING AGREEMENT**

Type Of Contract **POOLING AGMT NON CROSS CONVEYED**

Executed:

Assignment Procedure: **Yes**

Dates Contract: **2001-JUN-22**
Effective: **2001-MAY-11**
Execution:
Termination:

Holding Co: **EnCana Corporation**

Business Unit: **CLEARWATER**

Project: **LAKEVIEW**

Prospect: **2618 WESTEROSE**

Operator: **PrimeWest Energy Inc**

Prepared by:

Negotiated by: **BRENDA STROHM**

Limitations Act: **N/A** Remarks:

Document Reference

Type
PREVIOUS FILE NUMBER

Number
ABP0001738

Original Parties

Role	Name	Percent
PARTICIPAN	CALPINE CANADA NATURAL GAS PARTNERSHIP	50.0000000
PARTICIPAN	Pancanadian Petroleum Limited	50.0000000

Current Parties

Role	Name
	EnCana Corporation
	PrimeWest Energy Inc

General Summary

ORG LANDS	42-4W5M: E 9 NG TO BASE MISSISSIPPIAN, HELD CALPINE 100%	2001-JUN-22
	42-4W5M: W 9 NG TO BASE MISSISSIPPIAN, HELD PCPL 100%	
ORIGOP	CALPINE CANADA NATURAL GAS PARTNERSHIP	2001-JUN-22
POOLED	POOLED SUBSTANCES MEANS THE NATURAL GAS TO THE BASE OF THE MISSISSIPPIAN	2001-JUN-22
	POOLED INTERESTS: PCPL 50%, CALPINE 50%	
TERMS	CALPINE PROPOSESTO DRILL A BANFF WELL; WELL SHALL SPUD PRIOR TO 01-OCT-2001, COST WILL BE SHARE AS TO PCP 50% & CALPINE 50%	2001-JUN-22
REVIEWED	CONTRACT REVIEWED BY LORRAINE WILSON	2002-FEB-05
POOLSTAT	Pooling Status: NCC (NON-CROSS CONVEYED)	2003-NOV-29

Contract Lands
Lease(s)

Land Description

Governing Contract

M061355A	T 42 R 04 W5M SE 9 NG to Base MISSISSIPPIAN	C011206 POOLNCC
M064392A	T 42 R 04 W5M W 9 NG to Base MISSISSIPPIAN	C011206 POOLNCC
M061354A	T 42 R 04 W5M NE 9 NG to Base MISSISSIPPIAN	C011206 POOLNCC

Contract Wells

Well Name

UWI

RR Date

Status

Governing Contract

PW GAS GILBY 11-9-42-4

100/11-09-042-04W5/02

2001-AUG-21

FLOWING GAS

C011206 POOLNCC

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Option Lands
Remarks:

Termination Date:

Lands: None

Journal Date Description

2001-AUG-18 JOINTWELL:
100/11-09-042-04W5/00 SPUD AUG 8/01, RR AUG 18/01

2001-OCT-19 AFE: CALPINE AFE# 200138031 FOR COMPLETION OF PEKISKO AND GLAUCONITE
ZONES FOR 100/11-09-042-04W5, WELL WILL BE EQUIPPED AS A DUAL
COMPLETION IF SUCCESSFUL, PCR APPROVED FOR 50%WI, PCR AFE# CE03462

2003-JUL-07 Calpine AFE#200150024 sent under cover letter dated July 7, 2003 for
the tie-in 4-8Hz 13-8-42-4W5 well to the existing Calpine gathering
system at 16-6-42-4W5 and EnCana approved the AFE Aug 6, 2003 and
EnCana internal AFE#0322666

2004-AUG-06 AFE #200138031 S01 sent by Calpine for dual completion of Pekisko and
Glaucinite zones in the 11-9-42-4-W5 well. Approved by EnCana - AFE
#CE03462 Supplement 1.

2004-SEP-02 Change of Operatorship from Calpine Canada Natural Gas Partnership to
PrimeWest Gas Corp. effective Sept. 2, 2004.

2005-AUG-09 PRIMEWEST SENT OVER INFORMATIONAL ONLY AFE 051003057 FOR REMOTE
MEASUREMENT EQUIPMENT AT 100/11-09-042-04W5/02. ENCANAS PORTION
UNDER \$10K - CODED TO MISC AFE 0427883.

Related Mineral Leases
Number

Date

Type

Ext. Ref. No.

M061354A	2001-JUN-22	NATURAL GAS LEASE	PrimeWest Energy Inc.
M061355A	1999-MAR-24	NATURAL GAS LEASE	Robinson, Lewis James
M064392A	2001-JUN-22	DEEMED LEASE	EnCana Corporation

Obligations

BF Date

Freq

Obl Date

Type

Obligation Description
Obligation Owner

Comp Date

AMI/AOE Lands None

Royalty Details

Right to take in kind: Oil: No
Gas: No Rateable Take: No

Right of first refusal: Abandonment: Undetermined Notice: 30 days Rig on site: hours
Surrender: Undetermined Notice: 60 days Response: 30 days
Assignment: Undetermined Response: days

Special Handling Details:

Subgroup: Subgroup A

Land:

Lessor Royalty:

M061355A T 42 R 04 W5M SE 9
NG to Base MISSISSIPPIAN

GAS FIXED 15.0000 Based on
25% Paid To Robinson, Lewis
James

M064392A T 42 R 04 W5M W 9
NG to Base MISSISSIPPIAN

GAS FIXED 25.0000 Based on
50% Paid To EnCana Corporation

Subgroup: **Subgroup A -Continued**

**M061354A T 42 R 04 W5M NE 9
NG to Base MISSISSIPPIAN**

**GAS FIXED 25.0000 Based on
25% Paid To PrimeWest Energy
Inc**

Wells: **100/11-09-042-04W5/02 PW GAS GILBY 11-9-42-4 GLAUC SS FLOWING GAS**

DOI: **Pooled Interest**

Accounts: **Default**

	POOLED INT	POOLED INT	POOLED INT
	Pooled Working Interest	Pooled Working Interest	PW Gas into PW Energy
EnCana Corporation	50.0000000	50.0000000	50.0000000
PrimeWest Energy Inc			50.0000000 O
Primewest Gas Corp		50.0000000 O	
Calpine Canada Natural Gas Part	50.0000000 O		
	100.0000000	100.0000000	100.0000000
Eff. date:	2002-JAN-16	2004-SEP-02	2006-JAN-01
Obit. date:	2004-SEP-01	2005-DEC-31	

DOI Notes: Column 1 - Calpine assigned its interest to Primewest Gas Corp. effective Sept.2, 2004.
Column 2 - Calpine assigned its interest to Primewest Gas Corp. effective Sept.2, 2004.

Assignment & Novations / Amalgamations
Eff Date Description

Rights assigned

2006-JAN-01 PrimeWest Gas Corp., amalgamated into PrimeWest Energy Inc.

**2004-SEP-02 Calpine Canada Natural Gas Partnership
assigned its interest to Primewest Gas Corp.
Binding Date: 2004-DEC-01**

**Land: All
Interest: All Executed: Yes**

**Calpine Canada Natural Gas Partnership Assignor
Primewest Gas Corp Assignee**

2002-APR-09 PanCanadian Resources changed their name to EnCana Resources

2002-APR-05 PanCanadian Energy Corporation changed their name to EnCana Corporation

2002-JAN-01 PanCanadian Petroleum Limited amalgamated into PanCanadian Energy Corporation

Amendments
Eff Date Description
None

Operating Procedure

CAPL Year: **1990**

Insurance (311): **B**

Marketing Fee (604): **A**

Less Than All Parties Participate (903): **A**

Independent Operations (1007): **300 % Development Well
500 % Exploratory Well**

Title Preserving Well (1010): **365 days**

Right to Assign (ROFR) (2401): **B** Election Response Days: **30**

Recognition Upon Assign. (2404): **B**

Amendments:

Remarks: **Right to Assign Clause Number: 2401**
CLAUSE 1004 REVISED (2001-JUN-22)

Accounting Procedure

Type: **PASC 1988**

Operating Advances (105): **10 %**

Approvals (110): **2 or more parties totalling 65 %**

Labour (202b):
Second level supervisors **shall not be chargeable**
Technical employees **shall not be chargeable**

Employee Benefits (203b): **25 %**

Warehouse Handling (217a): **2.5 % of cost in excess of \$5,000.00 and 5 % of all other material**

Overhead Rates (302):

Exploration:	5.0 % of first	\$50,000.00	3.0 % of next	\$100,000.00	1.0 % of cost exceeding (1) & (2)
Drilling:	3.0 % of first	\$50,000.00	2.0 % of next	\$100,000.00	1.0 % of cost exceeding (1) & (2)
Construction:	5.0 % of first	\$50,000.00	3.0 % of next	\$100,000.00	1.0 % of cost exceeding (1) & (2)

Op and Maint: **% of the cost \$250.00 per producing well per month Flat rate - prod,inj,water**

Escalation: **Will not be adjusted each July**

Sale of Joint Material: **\$25,000.00**

Periodic Inventory (501): **5 years**

Amendments:

Remarks: **Overhead. Operations and Maintenance:**
(i) N/A% of the cost; and/or
(ii) \$250 per producing well per month; or
(iii) flat rate of \$N/A
First Level Supervisor chargeable: Y
Cost of Housing chargeable: Y

Farmout / Royalty Procedure **Not Applicable**