FORM OF PRE-TENDER AGREEMENT EXECUTED BY KEY OFFICERS

January 29, 2006

TO: ________________________
("Seller")

Dear ________________:

Re: Pre-Tender Agreement – *Key Manger/Officer*

In consideration of Quintana Canada Corp. or its nominee (the "Offeror") entering into a pre-acquisition agreement (the "Pre-Acquisition Agreement") dated the date hereof with Tenergy Ltd. (the "Company"), and agreeing thereunder to make a public offer for all of the outstanding common shares (the "Common Shares") in the capital of the Company (the "Offer"), Seller agrees to: (i) support the Offer, (ii) irrevocably deposit or cause to be deposited under the Offer all of the Common Shares and Common Shares issued pursuant to the exercise of warrants beneficially owned by Seller or acquired prior to the completion of the Offer, being the Common Shares listed on Schedule "B" (the "Subject Securities") and (iii) irrevocably surrender all of the options to purchase Common Shares held by Seller, if any, being the options listed on Schedule "B" in the manner contemplated by Section 2(e) (the "Options"), all on the terms and conditions of this letter agreement (the "Agreement") and (iv) either exercise all warrants convertible into Common Shares beneficially owned by Seller being the Warrants listed on Schedule "B" or acquired prior to the completion of the Offer (the "Warrants") or irrevocably surrender all of the Warrants to the Company in the manner contemplated by Section 2(e).

The terms of the Offer are set out in the Pre-Acquisition Agreement, and capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed to them in the Pre-Acquisition Agreement.

1. Offer for Common Shares of the Company

The Offeror will make, on the terms and conditions outlined in the Pre-Acquisition Agreement, the Offer. Upon all of the conditions of the Offer having been satisfied or, in the Offeror's sole discretion, waived, the Offeror will take up and pay for the Subject Securities deposited under the Offer in accordance with the terms of the Offer. The Offer shall not be subject to any conditions except the conditions set out on Schedule "A" hereto.

2. Agreement to Deposit Shares and Surrender Options

(a) This Agreement when signed and delivered by Seller to the Offeror will constitute the agreement of Seller, among other things, to irrevocably accept the Offer and to validly deposit and/or cause to be deposited and to cause all acts and things to be done to deposit the Subject Securities under the Offer and to surrender the Options on the terms and conditions set out herein.

(b) Seller agrees that if the Offeror makes the Offer containing no conditions other than the conditions set out on Schedule "A" hereto (as the same may be amended pursuant to the Pre-Acquisition Agreement), Seller shall, as soon as reasonably practicable and, in any event within 15 days of the mailing of the takeover bid circular in respect of the Offer (the "Bid Circular"), deposit or cause to be deposited with the depositary in the manner described in the Bid Circular all of the Subject Securities under the Offer and thereafter, except as may be expressly permitted by this Agreement, Seller shall not withdraw or permit the Subject Securities to be withdrawn from the Offer pursuant to the exercise of any statutory rights of withdrawal or otherwise. Upon all of the conditions of the Offer having been satisfied or, in the Offeror's sole discretion waived, the Offeror will take up and pay for the Subject Securities deposited under the Offer in accordance with the terms of the Offer.

(c) For greater certainty, for the purposes of this Agreement, the term "Subject Securities" shall refer to all the Common Shares and Warrants which Seller is required to deposit under the Offer pursuant to the terms of this Agreement and shall include all shares or other securities which the Subject Securities may be converted into, exchanged for or otherwise changed into pursuant to any merger, reorganization, amalgamation or other business combination involving the Company prior to the acquisition of the Subject Securities by the Offeror, and shall also include any and all distributions of cash, securities or other property made on such securities on or after the date hereof.

(d) In furtherance of the transactions contemplated by this Agreement, Seller hereby agrees to instruct the Company to direct its transfer agent to place a stop transfer order on the Subject Securities other than in connection with the Offer and the transfer of the Subject Securities to Seller as registered owner (as contemplated by Section 3(g)) and not to amend, terminate or waive any of the terms of such stop transfer order (other than to permit the transfer of the Subject Securities to the Offeror) during the term of this Agreement.

(e) Seller agrees to conditionally surrender all Options and Warrants to the Company on or before the Expiry Time, such surrender to be conditional only on the Offeror acquiring 66• % of the Common Shares (fully diluted) under the Offer and the Seller receiving proceeds for surrendered Options Warrants as provided in this Section 2(e). Seller agrees that in consideration of surrendering Seller's in-the-money options and Warrants, Seller shall be entitled to receive from the Company in respect of each Common Share under option or issuable on exercise of the Warrants, the amount by which the per Common Share price offered under the Offer exceeds the exercise price per Common Share under such Option or Warrant less applicable withholding tax.

3. Covenants of Seller

Seller agrees that during the period commencing on the date hereof and continuing until the earlier of the termination of the Offer (as extended, if applicable) and the withdrawal of the Subject Securities from the Offer as permitted by this Agreement:

(a) Other than involving the Offeror, Seller will exercise the voting rights attaching to the Subject Securities and otherwise use Seller's reasonable commercial efforts in Seller's capacity as a direct or indirect shareholder of the Company to oppose any proposed action by the Company, its shareholders, any of the Subsidiaries or any other Person:

(i) in respect of:

(A) any liquidation, dissolution, recapitalization, reorganization, merger, amalgamation, plan of arrangement, take-over bid, share exchange, share issuance (other than the exercise of Options outstanding on the date hereof) or other similar transaction or business combination involving the Company or any subsidiary or any of the Company's or any subsidiary's share capital;

(B) a sale or transfer, directly or indirectly of any shares of:

(1) the Company either owned legally or beneficially by Seller; or

(2) any Affiliate;

(ii) which might reasonably be regarded as being directed towards or likely to prevent or delay the take up and payment of the Subject Securities deposited under the Offer or the successful completion of the Offer; or

(iii) which could result in a Material Adverse Change.

In connection therewith, Seller hereby appoints the Offeror as attorney-in-fact (which appointment is unconditional, irrevocable and is coupled with an interest), subject to Section 6, for and on Seller's behalf to execute a proxy appointing such Person designated by the Offeror to attend and act on Seller's behalf at any meeting of the Company in respect of any of the matters referred to in this Section 3(a) and to act on Seller's behalf on every action or approval by written consent of the shareholders of the Company in respect of such matters, and if pursuant to this power of attorney the Offeror has executed and not revoked a proxy in respect of such a meeting, which proxy has been accepted by the Company, then in such circumstances Seller shall not be responsible for voting under this Section 3(a). The Offeror shall advise Seller upon executing any proxies in respect of Seller.

(b) Seller will not grant or agree to grant any proxy or other right to the Subject Securities, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind with respect to the Subject Securities;

(c) Seller will not sell, assign, transfer, pledge, encumber, grant a security interest in, hypothecate, encumber or otherwise convey or grant an option over any Subject Securities (or any right or interest therein (legal or equitable)) held by Seller to any Person or agree to do any of the foregoing;

(d) except as required by Law, Seller will not, prior to the public announcement by the Offeror of the terms of the Offer, directly or indirectly, disclose to any Person (other than the Company and the financial and legal advisors of Seller and the Company who shall be bound by enforceable express or implied duties of confidence (which shall be enforced by Seller)) the existence of the terms and conditions of this Agreement, or the possibility of the Offer being made or any terms or conditions or other information concerning any possible offer to be made for Common Shares;

(e) Seller will promptly advise the Offeror orally and in writing of any Material Adverse Change or any fact, event, condition, change or development with respect to the Company, including any Take-over Proposal, which might cause the conditions to the Offer not to be satisfied, that is known or that becomes known to Seller;

(f) Seller will take all such steps as are required to ensure that at the time at which the Offeror becomes entitled to take up and pay for Common Shares pursuant to the Offer, and at the time at which the Offeror so takes up and pays for such Common Shares, the Subject Securities will be owned beneficially by Seller with a good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges and encumbrances of any nature or kind whatsoever, and will not be subject to any shareholders' agreements, voting trust or similar agreements or any right or privilege (whether by Law, pre-emptive or contractual) capable of becoming a shareholders' agreement, voting trust or other agreement affecting the Subject Securities or the ability of any holder thereof to exercise all ownership rights thereto, including the voting of any such shares (collectively, "Encumbrances");

(g) Seller will not exercise any shareholder rights or remedies available at common law or pursuant to the *Business Corporations Act* (Alberta) or applicable securities legislation to delay, hinder, upset or challenge the Offer;

(h) Seller will not take any action, directly, or indirectly, which may reasonably be expected to adversely affect the successful completion of the Offer or the purchase of any Subject Securities under the Offer;

(i) Seller will not, directly or indirectly, make, solicit, initiate or encourage (including by way of furnishing information) or participate in or take any action to facilitate any inquiries or the making of any proposal which constitutes or may reasonably be expected to lead to an Take-over Proposal from any Person, or engage in any discussion, negotiation or inquiries relating thereto or accept any Take-over Proposal;

(j) if the Seller is a corporation, Seller will take or cause to be taken all corporate actions necessary in order to allow the transactions contemplated hereby to be consummated; and

(k) in accordance with the terms of the Pre-Acquisition Agreement, Seller will, at the time which the Offeror first takes up and pays for Common Shares, as applicable:

(i) sequentially resign as a director of the Company and any subsidiary (and from any office or committee of the Company and any subsidiary) and sequentially nominate nominees of the Offeror to the board of the Company and its subsidiaries; and

(ii) execute a mutual release of all claims against the Company and its subsidiaries on terms to be agreed upon between the Company and the Offeror; and

(iii) execute a non-compete agreement preventing competition by the Seller with the Offeror in respect of petroleum and natural gas properties located within two (2) miles of the lands in which the Company currently has rights for a term of twelve (12) months from the Take-up Date on terms to be agreed upon between the Seller and the Offeror.

4. Representations and Warranties of Seller

4.1 Seller hereby represents and warrants as follows and acknowledges that the Offeror is relying upon such representations and warranties in connection with the entering into of this Agreement and the purchase by the Offeror of the Subject Securities:

(a) Seller is the beneficial owner of the Subject Securities with good and marketable title free and clear of all Encumbrances and Seller will be the beneficial owner of such Subject Securities with good and marketable title thereto free and clear of all Encumbrances at the time that:

(i) the Subject Securities must be deposited with the depositary under the Offer pursuant to Section 2(b); and

(ii) the Subject Securities are acquired by the Offeror under the Offer;

(b) Seller has the sole right to sell and vote all the Subject Securities, subject to any hold periods which may be waived by the Company;

(c) all the Subject Securities will, at the time at which the Offeror takes up and pays for such shares, be beneficially owned by Seller with good and marketable title thereto, free and clear of any and all Encumbrances;

(d) no Person has any agreement or option, or any right or privilege (whether by Law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer from Seller of any of the Subject Securities (or any shares issuable upon exercise of the Options) or any interest therein or right thereto, except the Offeror pursuant hereto;

(e) none of the execution and delivery by Seller of this Agreement or the completion of the transactions contemplated hereby or the compliance by Seller with Seller's obligations hereunder will result in a breach of:

(i) the constating documents of Seller, if applicable;

(ii) any agreement or instrument to which Seller is a party or by which Seller or any of Seller's property or assets (other than the Subject Securities) are bound;

(iii) any judgment, decree, order or award of any court, governmental body or arbitrator; or

(iv) any Law;

(f) if Seller is a corporation, the Seller is a valid and subsisting corporation and has all necessary corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder;

(g) this Agreement has been duly executed and delivered by Seller and constitutes a valid and binding obligation of Seller enforceable against Seller in accordance with its terms, except as may be limited by bankruptcy, insolvency and other laws affecting enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction;

(h) the only securities of the Company beneficially owned, directly or indirectly, by Seller are those listed on Schedule "B" hereto;

(i) other than the Options and Warrants listed on Schedule "B" hereto, Seller has no agreement or option, or right or privilege (whether by Law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase or acquisition by Seller or transfer to Seller of additional securities of the Company; and

(j) Seller has no indebtedness, liability or obligation to the Company or any Claims (as defined below) against the Company or its subsidiaries, including without limitation any indebtedness, liability or obligation owing by the Company or any subsidiary to Seller and will not have any Claim against the Company or any of its subsidiaries by reason of the entering into of this Agreement.

4.2 The covenants, representations and warranties of Seller shall survive the purchase of the Subject Securities and shall expire on the first anniversary from the date that the Offeror takes up and pays for the Subject Securities. Notwithstanding the foregoing, any claim, demand, action, cause of action, damage, loss, cost, liability or expense (a "Claim") which is based on title to the Subject Securities, intentional misrepresentation or fraud may be brought at any time.

5. Representations and Warranties of the Offeror

The Offeror represents and warrants as follows and acknowledge that Seller is relying upon such representations and warranties in connection with the sale to the Offeror of the Subject Securities:

(a) the Offeror is a company organized and existing under the *Business Corporations Act (Alberta)* and the Offeror has full corporate power and authority to own its assets and conduct its business as currently owned and conducted;

(b) the Offeror has the requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by the Offeror and the consummation by the Offeror of the transactions contemplated by this Agreement have been duly authorized by the board of directors of the Offeror, and no other proceedings on the part of the Offeror are necessary to authorize this Agreement. This Agreement has been duly executed and delivered by the Offeror and constitutes a valid and binding obligation of the Offeror, enforceable against the Offeror in accordance with its terms except as may be limited by bankruptcy, insolvency and other laws affecting enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction;

(c) none of the execution and delivery by the Offeror of this Agreement or the completion of the transactions contemplated hereby or the compliance by the Offeror with its obligations hereunder will result in a breach of:

(i) the constating documents of the Offeror;

(ii) any agreement or instrument to which the Offeror is a party or by which the Offeror or any of their respective property or assets are bound;

(iii) any judgment, decree, order or award of any court, governmental body or arbitrator; or

(i) any Law;

(d) the aggregate cash consideration payable pursuant to the Offer is available to the Offeror so that the Offeror is in a position to pay for all Common Shares tendered pursuant to the Offer in accordance with the terms of the Offer.

6. Termination Date; Extensions

6.1 This Agreement may be terminated by notice in writing:

(a) at any time by mutual consent of the Offeror and Seller;

(b) by Seller after the 90th day after the Offer is commenced if the Offeror has not taken up and paid for all Common Shares deposited under the Offer unless the failure of the Offeror to take up and pay for the Common Shares arises as a result of the breach by Seller or the Company of any material covenant or obligation under this Agreement or the Pre-Acquisition Agreement, respectively, or as a result of any representation or warranty of Seller or the Company in this Agreement or the Pre-Acquisition Agreement, respectively, being untrue or incorrect and, if not already qualified by a materiality concept (other than with respect to title to the Subject Securities), untrue or incorrect in any material respect; provided however that if the take up and payment by the Offeror for Common Shares deposited under the Offer is delayed by:

(i) an injunction or order of a court or regulatory authority of competent jurisdiction; or

(ii) the Offeror not having obtained any regulatory waiver, consent or approval which is necessary to permit the Offeror to take up and pay for Securities deposited under the Offer or necessary for the Company to continue to carry on its business as currently conducted;

then, provided that such injunction or order is being contested or appealed or such regulatory waiver, consent or approval is being actively sought, as applicable, this Agreement shall not be terminated by Seller pursuant to this Section 6.1(b) until the later of:

(iii) 90 days after the Offer is commenced; and

(iv) the tenth business day following the date on which such injunction or order ceases to be in effect or such waiver, consent or approval is obtained, as applicable;

(c) by the Offeror, if the Pre-Acquisition Agreement is terminated;

(d) by Seller, if the Pre-Acquisition Agreement is terminated by the Offeror or if the Pre-Acquisition Agreement is terminated by the Company where the Company has paid to the Offeror the fee referred to in Section 8.2 of the Pre-Acquisition Agreement;

(e) by the Offeror, if Seller is in default of any material covenant or obligation under this Agreement, or if any representation or warranty of Seller under this Agreement shall have been at the date hereof untrue or incorrect and if not already qualified by a materiality concept (other than with respect to title to the Subject Securities) untrue or incorrect in any material respect;

(f) by Seller if the Offeror is in default of any material covenant or obligation under this Agreement, or if any representation or warranty of the Offeror under this Agreement shall have been at the date hereof untrue or incorrect and if not already qualified by a materiality concept untrue or incorrect in any material respect;

(g) by Seller or the Offeror, if the conditions to the Offer, as set out in the Bid Circular are not satisfied or waived by the Offeror in its sole discretion prior to the Expiry Time other than as a result of a breach by Seller or the Company of this Agreement or the Pre-Acquisition Agreement, as applicable;

(h) by Seller, if the Offer having expired and all of the conditions having been satisfied or waived, the Offeror has not taken up and paid for the Subject

Securities pursuant to the Offer as required under the terms of the Pre-Acquisition Agreement or Offer.

6.2 Any such termination of this Agreement in accordance with Section 6.1 hereof shall not prejudice the rights of a party as a result of any breach by any other party of its obligations hereunder. Upon termination of this Agreement, Seller shall be entitled to withdraw any of Seller's Subject Securities deposited under the Offer.

7. General

(a) The Offeror acknowledges and agrees that the covenants, representations and warranties of Seller made in this Agreement are made by Seller solely in Seller's capacity as a holder of Common Shares, and not in any other capacity including Seller's capacity as an officer, director or employee of the Company or any affiliate of the Company (except with respect to Section 3).

(b) Nothing in this Agreement shall prevent Seller in Seller's capacity as a director and/or officer of the Company or any of the Subsidiaries from doing any act or thing that Seller properly is obliged to do in such capacity, subject to compliance with the Pre-Acquisition Agreement.

(c) All notices, requests, demands and other communications ("Notice") hereunder shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery) or if transmitted by facsimile or e-mail, to, in the case of Seller, the address, facsimile number or e-mail address set forth on the execution page of this Agreement (with a copy to Bennett Jones LLP, Attention: Will Osler, Facsimile: (403) 265-7219) and, in the case of the Offeror, Quintana Canada Corp., 1600, 144 – 4th Avenue S.W., Calgary, AB T2P 3N4, Attention: Mr. H. Klingensmith, President, Facsimile: (403)265-5813 with a copy to Osler, Hoskin & Harcourt LLP, 2500, 450 – 1st Street S.W., Calgary, AB T2P 5H1, Attention: Mark R. Smith, Facsimile: (403)260-7024 or such other address as may be designated in writing hereafter, in the same manner, by such person. Any Notice delivered or transmitted to a party as provided above shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a business day, on the next following business day) unless actually received at the point of delivery after 5:00 p.m. (local time) in which case it shall be deemed to have been given and received on the next business day.

(d) This Agreement sets forth the entire agreement and understanding of the parties hereto in respect of the transactions contemplated hereby. There are no warranties, representations, terms, conditions or collateral agreements, expressed, implied or statutory between Seller and the Offeror other than as expressly set forth in this Agreement. This Agreement and the rights hereunder are not transferable or assignable by Seller or the Offeror without the prior written consent of the other, except that the Offeror may assign its rights and obligations under this Agreement to any affiliate thereof, but no such assignment shall relieve the assignor of its obligations hereunder.

(e) Each party hereto agrees to use all reasonable commercial efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement, including, without limitation, the execution and delivery of such documents as the other parties may reasonably require. Each of the parties shall co-operate in all reasonable respects with the other parties in taking such actions.

(f) If any provision of this Agreement is determined to be void or unenforceable, in whole or in part, it shall be severable from all other provisions hereof and shall be deemed not to affect or impair the validity of any other provision hereof and each such provision is deemed to be separate and distinct.

(g) This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the Laws of the Province of Alberta and the Laws of Canada applicable therein with the exception of those principles relating to conflicts of laws.

(h) Time shall be of the essence of this Agreement.

(i) This Agreement may be executed by facsimile and in counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same agreement.

(j) Each party hereto shall pay the fees, costs and expenses of their respective financial, legal, auditing and other professional and other advisors incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other costs and expenses whatsoever and howsoever incurred and shall indemnify the other party from and against any and all claims against any of it for “finder’s” or “agency” fees relating to the transactions contemplated hereby.

(k) Seller recognizes and acknowledges that this Agreement is an integral part of the transactions contemplated in the Offer, that the Offeror would not contemplate making the Offer unless this Agreement was executed and that a breach by Seller of any covenants or other commitments contained in this Agreement will cause the Offeror to sustain injury for which it would not have an adequate remedy at law for money damages. Therefore, Seller agrees that in the event of any such breach, the Offeror shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. Such remedies will not be exclusive remedies for any breach of this Agreement but will be in addition to any other remedy to which the Offeror may be entitled, at law or in equity.

[The remainder of this page is intentionally left blank.]

If the foregoing accurately reflects the terms and conditions of our agreement, would you kindly indicate your acceptance hereof by signing, dating and returning to the Offeror the enclosed duplicate original of this Agreement.

QUINTANA CANADA CORP.

By: ______________________________

Name:

Title:

Accepted and agreed to this ____ day of January, 2006.

SIGNED, SEALED & DELIVERED
In the presence of:

____
Witness

____
Name and Signature

____
Address

____
Facsimile number

____
E-mail

SCHEDULE "A"
CONDITIONS OF THE OFFER

Subject to the provisions of the Pre-Acquisition Agreement, the Offeror shall have the right to withdraw the Offer or terminate the Offer and shall not be required to take up, purchase or pay for, and shall have the right to extend the period of time during which the Offer is open and postpone taking up and paying for any Shares deposited under the Offer unless all of the following conditions are satisfied or waived by the Offeror at or prior to the Expiry Time:

(e) at the Expiry Time, and at the time Quintana first takes up and pays for Tenergy Securities under the Offer, there shall have been validly deposited under the Offer and not withdrawn at least 66 2/3% of the outstanding Tenergy Shares (calculated on a diluted basis) (the "Minimum Condition");

(f) all requisite regulatory approvals, orders, notices, consents, and expiries of waiting periods (including, without limitation, under the Competition Act (Canada) and those of any stock exchanges or other securities or regulatory authorities), the failure of which to obtain or observe would preclude the completion of the Offer, shall have been obtained or occurred on terms and conditions satisfactory to Quintana, acting reasonably, and all applicable statutory or regulatory waiting periods shall have expired or been terminated and Quintana shall have determined in its sole judgment, acting reasonably, that no unresolved material objection or opposition shall have been filed, initiated or made during any applicable statutory or regulatory period;

(g) no act, action, suit, proceeding, objection or opposition shall have been threatened or taken before or by any domestic or foreign court or tribunal or governmental agency or other regulatory authority or administrative agency or commission by any elected or appointed public official or by any private person (including, without limitation, any individual, corporation, firm, group or other entity) in Canada or elsewhere, whether or not having the force of law, and no law, regulation or policy (including applicable tax laws and regulations in those jurisdictions in which Tenergy or any of its subsidiaries carries on business) shall have been proposed, enacted, promulgated, amended or applied, which in either case, in the sole judgment of Quintana, acting reasonably:

(A) has the effect or may have the effect to cease trade, enjoin, prohibit or impose material limitations, damages or conditions on the purchase by, or the sale to, Quintana of the Tenergy Securities or the right of Quintana to own or exercise full rights of ownership of the Tenergy Securities,

(B) has had, or if the Offer was consummated would result in, a Material Adverse Change or would have a material adverse effect on Quintana or Quintana's ability to complete the Offer as determined by Quintana, acting reasonably;

(C) has a material adverse effect on the ability to complete or the completion of any compulsory acquisition or any amalgamation, statutory arrangement or other transaction involving Quintana and/or an affiliate of

Quintana and Tenergy and/or the holders of Tenergy Securities for the purposes of Tenergy becoming, directly or indirectly, a wholly-owned subsidiary of Quintana or effecting an amalgamation or merger of Tenergy's business and assets with or into Quintana and/or an affiliate of Quintana (a "Subsequent Acquisition Transaction");

(h) Quintana shall have determined, in its sole judgment, acting reasonably, that there shall not exist any prohibition at law against Quintana making the Offer or taking up and paying for all of the Tenergy Securities deposited under the Offer or completing any compulsory acquisition or Subsequent Acquisition Transaction in respect of any Tenergy Securities not acquired under the Offer;

(i) (i) Quintana shall have determined, in its sole judgment, acting reasonably, that there shall not have occurred any misrepresentation, breach or non-performance by Tenergy of any representation, warranty or covenant of Tenergy contained in the Pre-Acquisition Agreement which would have or would reasonably be expected to have a material adverse effect on Quintana, provided that Tenergy has been given notice of and three days to cure any such misrepresentation, breach or non-performance and has failed to cure any such misrepresentation, breach or non-performance, and (ii) the Pre-Acquisition Agreement shall not have been terminated or Quintana shall have determined, in its sole judgment, acting reasonably, that any such termination shall not affect its ability to complete the Offer; and

(j) Quintana shall have determined, in its sole judgment, acting reasonably, that there shall not have occurred any misrepresentation, breach or non-performance by any Selling Shareholder of any representation, warranty or covenant of such Selling Shareholder contained in the Selling Shareholder Pre-Tender Agreement to which such Selling Shareholder is a party which would or would reasonably be expected to preclude Quintana from completing the Offer or completing a compulsory acquisition or Subsequent Acquisition Transaction.

SCHEDULE "B"

Number of Shares	Number of Warrants	Number of Options
____________________	____________________	____________________