



## NCE PETROFUND CORP.

2300 CANADA TRUST TOWER, 421-7th AVE. S.W., CALGARY, ALBERTA, CANADA T2P 4K9 TELEPHONE (403) 218-8625 FAX (403) 269-5858

July 20, 1999

WORKING INTEREST OWNERS  
ROYALTY INTEREST OWNERS  
Waskada Unit No. 7  
(see attached addressee list)

Re: Waskada Unit No. 7  
Revised Exhibit 'E'

Enclosed is a revised "Exhibit E" for your files.

Should you have any questions or comments, please contact Sherri Rosia at 218 - 8636.

Yours truly,  
NCE PETROFUND CORP.

*Ramona McRae*

Ramona McRae  
Land Department

Encl.

*no change*  
*P*

**Addressee list**

**Tundra Oil and Gas Ltd.**  
1111 One Lombard Place  
Winnipeg, MB R3B 0X4

**Wollan Oils Ltd.**  
122 Broadway North  
Deloraine, MB R0M 0M0

**Millbridge Oil Ltd.**  
PO Box 125  
Waskada, MB R0M 2E0

**James & Annie Brown**  
209, 3000 Pembina Highway  
Waskada, MB R0M 2E0

**The Canada Trust Company**  
c/o Montreal Trust Company  
Waskada Oil Group No. 2  
600, 530 - 8<sup>th</sup> Avenue SW  
Calgary, AB T2P 3Y8

**Manitoba Energy & Mines**  
360, 1359 Ellice Avenue  
Winnipeg, MB R3G 3P2

**Charles Carlton McGregor**  
RR #1  
Okotoks, AB T0L 1T0

**Brock Glover Lee**  
Box 656  
Carman, MB R0G 0J0

**Francine W.G.E. Lee**  
Box 656  
Carman, MB R0G 0J0

**EXHIBIT "E"**

**ATTACHED TO AND FORMING PART OF AN  
"UNIT OPERATING AGREEMENT - WASKADA UNIT NO. 7"**

Omega Chevron Waskada 11-17-1-25 WPM	Abandoned
Waskada Unit No. 7 12-17-1-25 WPM	Abandoned
Waskada Unit No. 7 WIW 13-17-1-25 WPM	Aband Wtr Inj
Waskada Unit No. 7 14-17-1-25 WPM	Abandoned
Omega Waskada 1-18-1-25 WPM	Abandoned
Omega Waskada 2-18-1-25 WPM	Abandoned
NCE PET Waskada SWD 7-18-1-25 WPM/02	Salt Water Disposal
Omega Waskada 8-18-1-25 WPM	Abandoned
Omega Waskada 9-18-1-25 WPM	Abandoned
Omega Waskada 16-18-1-25 WPM	Abandoned
Waskada Unit No. 7 8-19-1-25 WPM/02	Abandoned
Waskada Unit No. 7 Prov. 3-20-1-25 WPM	Abandoned
Waskada Unit No. 7 Prov. WIW 5-20-1-25 WPM	Water Injector
Waskada Unit No. 7 Prov. 6-20-1-25 WPM	Abandoned
Waskada Unit No. 7 11-20-1-25 WPM	
Waskada Unit No. 7 WIW 13-20-1-25 WPM/02	Water Injector
Waskada Unit No. 7 14-20-1-25 WPM	
Waskada Unit No. 7 WIW 15-20-1-25 WPM	Water Injector
Waskada Unit No. 7 16-20-1-25 WPM	Abandoned

Revision No. 4  
1999-05-17

## NCE PETROFUND CORP.



*Checked  
Waskada #3  
changed July*

2300 CANADA TRUST TOWER, 421-7th AVE. S.W., CALGARY, ALBERTA, CANADA T2P 4K9 TELEPHONE (403) 218-8625 FAX (403) 269-5858

January 19, 1998

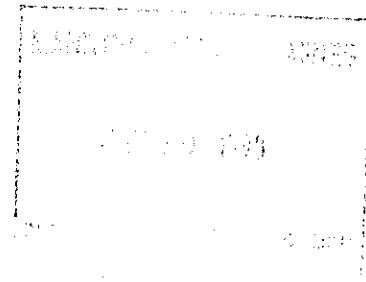
### Manitoba Energy and Mines

Petroleum Branch

360, 1395 Ellice Avenue

Winnipeg, MB R3G 3P2

Attention: **John Fox, P. Eng.**  
**Chief Petroleum Engineer**



Re: **Manitoba Oil and Gas Units**  
**Waskada Area, Manitoba**

Please be advised that pursuant to a Purchase and Sale Agreement dated December 23, 1996, Inuvialuit Petroleum Corporation (as successor in interest to Omega Hydrocarbons Ltd.) has sold its entire interest in the following Units to NCE Petrofund Corp., effective October 1, 1996.

Waskada Unit No. 1  
Waskada Lower  
Amaranth Unit No. 1  
Waskada Unit No. 2  
Waskada Unit No. 3  
Waskada Unit No. 4  
Waskada Unit No. 5  
Waskada Unit No. 7

Waskada Unit No. 8  
Waskada Unit No. 9  
Waskada Unit No. 10  
Waskada Unit No. 12  
Waskada Unit No. 13  
Waskada Unit No. 14  
Waskada Unit No. 15

Accordingly, enclosed are copies of an Assignment Agreement for each of the above Units along with copies of the execution page(s). Also enclosed are the revised Exhibits for each of these Units.

We trust that the foregoing will enable you to update the "Manitoba Oil and Gas Units". Should you require any further information, contact the writer at (403) 218-8635.

Sincerely yours,  
**NCE Petrofund Corp.**

  
Jacqueline Gislason  
Land Consultant

## EXHIBIT "A"

Attached to and made part of an Agreement entitled  
"Unit Agreement - Waskada Unit No. 7"

### Working Interest Owners

NCE	NCE Petrofund Corp.	89.7222% -	
Tundra	Tundra Oil and Gas Ltd.	10.2778% -	no change

P.

### Royalty Interest Owners

Wollan	Wollan Oils Ltd.
Millbridge	Millbridge Oil Ltd.
Brown	James & Annie Brown
Canada Trust	The Canada Trust Company
MB Crown	Manitoba Energy & Mines Petroleum
McGregor	Charles Carlton McGregor
B.G. Lee	Brock Grover Lee
F.W. Lee	Francine W.G.E. Lee

## EXHIBIT "A"

Tract No.	Land Description	W.I. Owner	W.I Share %	R.I. Owner	R.I. Share %	Tract Participation
1	11-17-1-25 W1M	NCE Tundra	50 50	Wollan	100	6.2545
2	12-17-1-25 W1M	NCE Tundra	50 50	Wollan	100	5.1454
3	13-17-1-25 W1M	NCE Tundra	50 50	Wollan	100	3.4927
4	14-17-1-25 W1M	NCE Tundra	50 50	Wollan	100	5.6632
5	1-18-1-25 W1M	NCE	100	Brown Millbridge B.G. Lee F.W. Lee	50 40 5 5	4.7376
6	2-18-1-25 W1M	NCE	100	Brown Millbridge B.G. Lee F.W. Lee	50 40 5 5	2.4067
7	7-18-1-25 W1M	NCE	100	Brown Millbridge B.G. Lee F.W. Lee	50 40 5 5	3.5296

Tract No.	Land Description	W.I. Owner	W.I Share %	R.I. Owner	R.I. Share %	Tract Participation
8	8-18-1-25 W1M	NCE	100	Brown Millbridge B.G. Lee F.W. Lee	50 40 5 5	4.5234
9	9-18-1-25 W1M	NCE	100	Brown Millbridge B.G. Lee F.W. Lee	50 40 5 5	4.2259
10	16-18-1-25 W1M	NCE	100	Brown Millbridge B.G. Lee F.W. Lee	50 40 5 5	3.8172
11	8-19-1-25 W1M	NCE	100	Canada Trust	100	4.5550
12	3-20-1-25 W1M	NCE	100	MB Crown	100	3.4873
13	5-20-1-25 W1M	NCE	100	MB Crown	100	4.9467
14	6-20-1-25 W1M	NCE	100	MB Crown	100	12.5751
15	11-20-1-25 W1M	NCE	100	McGregor	100	6.6188
16	13-20-1-25 W1M	NCE	100	McGregor	100	5.4155
17	14-20-1-25 W1M	NCE	100	McGregor	100	9.4564
18	15-20-1-25 W1M	NCE	100	McGregor	100	6.0899
19	16-20-1-25 W1M	NCE	100	McGregor	100	3.0591

## **ASSIGNMENT AGREEMENT**

**THIS AGREEMENT** dated the 23rd day of December, 1996.

**BETWEEN:**

**OMEGA HYDROCARBONS LTD.**, a body corporate, having an office in the City of Calgary, in the Province of Alberta, (hereinafter called the "Assignor")

- and -

**NCE PETROFUND CORP.**, a body corporate, having an office in the City of Calgary, in the Province of Alberta, (hereinafter called the "Assignee")

**WHEREAS** the Assignor is a party to the agreement or agreements described and set forth in Schedule "A" attached hereto (such agreement or agreements, including all amendments thereto, if any, being hereinafter referred to as the "said Agreement" regardless whether there be more than one of them, but if more than one, then such reference shall be collective);

**AND WHEREAS** under and by virtue of an Agreement made effective as of the 1st day of October, 1996 (hereinafter referred to as the "effective date"), the Assignor sold to the Assignee all of its right title, estate and interest in and to the said Agreement;

**AND WHEREAS** the Assignor desires to assign, transfer and convey unto the Assignee all its right, title, estate and interest in and to the said Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of the premises of the mutual covenants and agreements hereinafter set forth and contained, the parties hereto mutually covenant and agree as follows:

1. The Assignor hereby assigns, transfers, sets over and conveys unto the Assignee, from and after the effective date, all of its right, title, estate and interest in and to the said Agreement (hereinafter referred to as the "assigned Interest"), and all rights, benefits, privileges and advantages to be derived therefrom, including corresponding interest in and to the unit facilities appertaining to the operation of the unit (as the term "unit facilities" is defined in the Unit Operating Agreement), to have and to hold the same unto the Assignee for its sole use and benefit absolutely, subject to the performance and observance by the Assignee of the terms, conditions and obligations contained in the said Agreement.
2. The Assignee hereby accepts the within assignment, transfer and conveyance and covenants and agrees with the Assignor that from and after the effective date it will be bound by and observe, perform and fulfill each and every covenant, agreement, term, condition and stipulation on the part of the Assignor in the said Agreement, reserved and contained, with respect to the Assigned Interest, as if the Assignee had been originally named a party thereto in the place and stead of the Assignor with respect to the Assigned Interest.
3. The Assignee expressly acknowledges that in all matters relating to the said Agreement subsequent to the effective date and prior to the delivery of this Agreement to the Unit Operator, including but not limited to all accounting, conduct of operations and disposition of production thereunder, the Assignor



has been acting as a trustee for and as the duly authorized agent of the Assignee with respect to the Assigned Interest, and the Assignee does hereby expressly ratify, adopt and confirm all acts or omissions of the Assignor in its capacity as such trustee and agent to the end that all such acts and omissions shall for all purposes be construed as having been made or done by the Assignee.

4. It is further agreed that the parties hereto shall, from time to time and at all times hereafter, do all such further acts and execute and deliver all such further documents and assurances as may be reasonably required in order to fully perform and carry out the terms of this Agreement.
5. The address of the Assignee for notices to be hereafter served on it under the said Agreement, but subject to the provisions thereof as to notices, shall be:


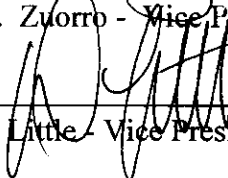
NCE PETROFUND CORP.  
2300 CANAD TRUST TOWER  
421 - 7th Avenue S.W.  
Calgary, Alberta  
T2P 4K9

6. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement.


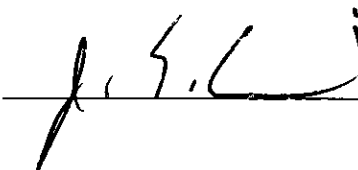
**ASSIGNOR:**

**INUVIALUIT ENERGY INC., AS  
SUCCESSOR IN RIGHT TO AND ATTORNEY FOR  
OMEGA HYDROCARBONS LTD.**

  
\_\_\_\_\_  
T. A. Zuorro - Vice President, Land  
  
\_\_\_\_\_  
D.K. Little - Vice President, Finance

**ASSIGNEE:**

**NCE PETROFUND CORP.**

  
\_\_\_\_\_  
Jeff D. Newcommon, P. Land  
Vice President, Land  
  
\_\_\_\_\_  
J.E. Errico  
Senior Vice President, Operations

## **SCHEDULE "A"**

attached to and made part of an Assignment Agreement dated the 23rd day of December, 1996.

**"the said Agreement"**

Waskada Unit No. 7