



*Checked  
Waskada #3  
changed only*

## 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

January 19, 1998

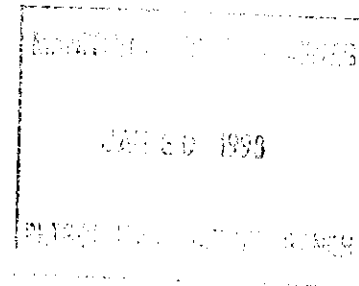
### Manitoba Energy and Mines

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. 2"

### TRACT PARTICIPATIONS

In this Exhibit the names of the Parties have been abbreviated as follows:

#### Working Interest Owners

NCE

NCE Petrofund Corp.

*no long*

*P.*

#### Royalty Interest Owners

Corvair

Corvair Oils Ltd.

63785 Ltd.

63785 Manitoba Ltd.

O. Hainsworth

Olive Hainsworth

J.W. Hainsworth

JohnWilfred Hainsworth

MB Crown

Manitoba Energy and Mines Petroleum

Moamco

Moamco Enterprises Ltd.

C.M. Thomas

Catherine Mary Thomas

N.L. Goede

Nancy Louise Goede

Smart

Robert & Shirley Smart

R O. McKenzie

R.O. McKenzie Oil Consultants Ltd.

Pop's Oil

Pop's Oil Ltd.

Lee Oil

Lee Oil Limited

EFFECTIVE:  
As of the Effective Date  
Of Enlargement No. 2

Revision No. 3  
November 3, 1997  
NCE File: U-00038

## EXHIBIT "A"

Tract No.	Land Description	Excepted Zone	W.I. Owner	W.I Share %	R.I. Owner	R.I. Share %	Tract Participation
1	16-22-1-26 WPM	Mission Canyon	NCE	100	MB Crown	100	0.4912
2	13-23-1-26 WPM	Mission Canyon	NCE	100	J.W. Hainsworth O. Hainsworth C.M. Thomas N.L. Goede	25 25 25 25	2.0977
3	14-23-1-26 WPM	Mission Canyon	NCE	100	J.W. Hainsworth O. Hainsworth C.M. Thomas N.L. Goede	25 25 25 25	3.1411
4	3-26-1-26 WPM	Mission Canyon	NCE	100	63785 Ltd.	100	3.3476
5	4-26-1-26 WPM	Mission Canyon	NCE	100	63785 Ltd.	100	3.2628
6	1-27-1-26 WPM	Mission Canyon	NCE	100	Pop's Oil	100	2.3920
7	2-27-1-26 WPM	Mission Canyon	NCE	100	Pop's Oil	100	2.7983
8	3-27-1-26 WPM	Mission Canyon	NCE	100	Pop's Oil	100	3.0609

Tract No.	Land Description	Excepted Zone	W.I. Owner	W.I Share %	R.I. Owner	R.I. Share %	Tract Participation
9	4-27-1-26 WPM	Mission Canyon	NCE	100	Pop's Oil	100	4.1132
10	5-27-1-26 WPM	Mission Canyon	NCE	100	Pop's Oil	100	2.6795
11	6-27-1-26 WPM	Mission Canyon	NCE	100	Pop's Oil	100	3.2941
12	7-27-1-26 WPM	Mission Canyon	NCE	100	Pop's Oil	100	2.7759
13	8-27-1-26 WPM	Mission Canyon	NCE	100	Pop's Oil	100	3.2789
14	5-26-1-26 WPM	Mission Canyon	NCE	100	63785 Ltd.	100	3.2191
15	6-26-1-26 WPM	Mission Canyon	NCE	100	63785 Ltd.	100	4.4970
16	11-26-1-26 WPM	Mission Canyon	NCE	100	63785 Ltd.	100	2.5329
17	12-26-1-26 WPM	Mission Canyon	NCE	100	63785 Ltd.	100	3.4189
18	9-27-1-26 WPM	Mission Canyon	NCE	100	Pop's Oil	100	2.5005

Tract No.	Land Description	Excepted Zone	W.I. Owner	W.I Share %	R.I. Owner	R.I. Share %	Tract Participation
19	10-27-1-26 WPM	Mission Canyon	NCE	100	Pop's Oil	100	3.7646
20	11-27-1-26 WPM	Mission Canyon	NCE	100	Pop's Oil	100	2.8099
21	12-27-1-26 WPM	Mission Canyon	NCE	100	Pop's Oil	100	2.6768
22	13-27-1-26 WPM	Mission Canyon	NCE	100	Pop's Oil	100	3.7827
23	14-27-1-26 WPM	Mission Canyon	NCE	100	Pop's Oil	100	3.1322
24	15-27-1-26 WPM	Mission Canyon	NCE	100	Pop's Oil	100	3.7312
25	16-27-1-26 WPM	Mission Canyon	NCE	100	Pop's Oil	100	2.9825
26	13-26-1-26 WPM	Mission Canyon	NCE	100	63785 Ltd.	100	2.1893
27	14-26-1-26 WPM	Mission Canyon	NCE	100	63785 Ltd.	100	2.0759
28	2-35-1-26 WPM	Mission Canyon	NCE	100	Moamco Amoco (1)	100	3.0184

Tract No.	Land Description	Excepted Zone	W.I. Owner	W.I. Share %	R.I. Owner	R.I. Share %	Tract Participation
29	3-35-1-26 WPM	Mission Canyon	NCE	100	Moamco Corvair (1)	100	1.4391
30	2-34-1-26 WPM	Mission Canyon	NCE	100	MB Crown R.O. McKenzie (1)	100	2.9622
31	8-34-1-26 WPM	Mission Canyon	NCE	100	MB Crown R.O. McKenzie	100	2.4086
32	5-35-1-26 WPM	Mission Canyon	NCE	100	Moamco Corvair (1)	100	2.0239
33	6-35-1-26 WPM	Mission Canyon	NCE	100	Moamco Corvair (1)	100	2.6811
34	12-35-1-26 WPM	Mission Canyon	NCE	100	Lee Oil Corvair (1)	100	2.1973
35	14-22-1-26 WPM	Mission Canyon	NCE	100	Smart	100	3.2227
							100.0000

Notes (1) Gross Overriding Royalty Interest

EFFECTIVE:  
As of the Effective Date  
Of Enlargement No. 2

## **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:


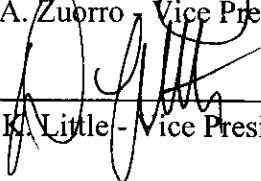
NCE PETROFUND CORP.  
2300 Canada Trust Tower  
421 - 7th Avenue S.W.  
Calgary, Alberta  
T2P 4K9

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.


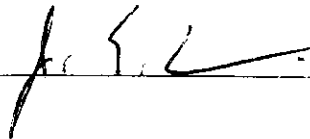
**ASSIGNOR:**

**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. Eng  
Vice President, Land  
  
\_\_\_\_\_  
J.E. Errico  
Senior Vice President, Operations



## SCHEDULE "A"

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

### **"the said Agreement"**

Waskada Unit No. 1

Waskada Lower Amaranth Unit No. 1

Waskada Unit No. 2

Waskada Unit No. 4

Waskada Unit No. 8

Waskada Unit No. 9

Waskada Unit No. 10

Waskada Unit No. 12

Waskada Unit No. 14