



## NCE PETROFUND CORP.

600, 444-7th AVE. S.W., CALGARY, ALBERTA, CANADA T2P 0X8 TELEPHONE (403) 218-8625 FAX (403) 269-5858

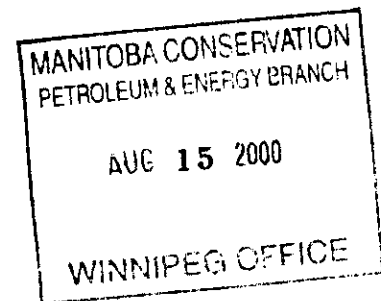
July 25, 2000

### Working Interest Owners

Waskada Unit No. 3

(See attached Addressee List)

RE: **Waskada Unit No. 3**  
**Revisions to Unit Agreement Exhibit**  
**NCE File No.: U-00039**



Enclosed for your records, please find revised Exhibit A for the Waskada Unit No. 3 wherein the following changes have occurred:

- (1) Channel Resources Ltd. to PanAtlas Energy Inc.
- (2) The Canada Trust Company to Montreal Trust Company
- (3) Corvair Oils Ltd. to Tundra Oil & Gas Ltd.

Should you have any questions regarding these revisions, please contact Elsie Packer at 218-8651.

Yours truly,  
**NCE PETROFUND CORP.**

Tricia Perkins  
Land Assistant

Encl.

*No change*  
*P.*

## EXHIBIT "A"

### Attached to and made part of an Agreement entitled "Unit Agreement - Waskada Unit No. 3"

#### Working Interest Owners

NCE	NCE Petrofund Corp.	99.986902%
Molchan	Myron Molchan	0.013098%

#### Royalty Interest Owners

Tundra	Tundra Oil & Gas Ltd.
Montreal Trust	Montreal Trust Company
Federal Crown	Energy Mines & Resources Canada
PanAtlas	PanAtlas Energy Inc.
PanCan	PanCanadian Resources, a general partnership, the partners of which are PanCanadian Limited, PanCanadian Oil & Gas Developments Ltd. and CS Resources Holdings Ltd.
Spurrier	Yetta Spurrier
Trewin	Trewin Holdings Ltd.
Norranco	Norranco Oil & Gas Ltd.
60273	60273 Manitoba Ltd.
60274	60274 Manitoba Ltd.
Jimco Ltd.	Jimco Ltd.
70016	70016 Manitoba Ltd.
DAKADAL	DA-KA-DAL Enterprises Ltd.
MB Crown	Manitoba Energy & Mines Petroleum
Lee Oil	Lee Oil Limited
RM of Brenda	Rural Municipality of Brenda
Smart	Smart Oils Ltd.
RWR	R.W.R. Resources Ltd.

## EXHIBIT "A"

Attached to and made part of an Agreement entitled  
"Unit Agreement – Waskada Unit No.3"

Tract No.	Land Description	Excepted Zone	W.I. Owner	W.I Share %	R.I. Owner	R.I. Share %	Tract Participation
1	4-30-1-25 W1M	Mission Canyon	NCE	100	Fed Crown PanCan (1) PanAtlas (1) Norranco (1)	100	2.4547
2	5-30-1-25 W1M	Mission Canyon	NCE	100	Fed Crown PanCan (1) PanAtlas (1) Norranco (1)	100	1.8779
3	11-30-1-25 W1M	Mission Canyon	NCE	100	Montreal Trust PanAtlas (1) Norranco (1)	100	1.6864
4	9-30-1-25 W1M	Mission Canyon	NCE	100	Trewin	100	2.0142
5	16-30-1-25 W1M	Mission Canyon	NCE	100	Trewin	100	1.9274
6	15-30-1-25 W1M	Mission Canyon	NCE	100	Trewin	100	2.2011
7	14-30-1-25 W1M	Mission Canyon	NCE	100	Montreal Trust PanAtlas (1)	100	1.9957
8	13-30-1-25 W1M	Mission Canyon	NCE	100	Montreal Trust PanAtlas (1)	100	2.0675

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 "Unit Agreement – Waskada Unit No.3"

Tract No.	Land Description	Excepted Zone	W.I. Owner	W.I. Share %	R.I. Owner	R.I. Share %	Tract Participation
9	4-31-1-25 W1M	Mission Canyon	NCE	100	DAKADAL	100	2.3538
10	3-31-1-25 W1M	Mission Canyon	NCE	100	DAKADAL	100	2.5872
11	2-31-1-25 W1M	Mission Canyon	NCE	100	Spurrier Trewin	50 50	2.1329
12	1-31-1-25 W1M	Mission Canyon	NCE	100	Spurrier Trewin	50 50	1.7737
13	8-31-1-25 W1M	Mission Canyon	NCE	100	Spurrier Trewin	50 50	2.4412
14	7-31-1-25 W1M	Mission Canyon	NCE	100	Spurrier Trewin	50 50	1.9500
15	6-31-1-25 W1M	Mission Canyon	NCE	100	DAKADAL	100	2.7330
16	5-31-1-25 W1M	Mission Canyon	NCE	100	DAKADAL	100	1.8239
17	12-30-1-25 W1M	Mission Canyon	NCE	100	Montreal Trust PanAtlas (1) Norrance (1)	100	2.3724

## EXHIBIT "A"

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"Unit Agreement – Waskada Unit No.3"

Tract No.	Land Description	Excepted Zone	W.I. Owner	W.I Share %	R.I Owner	R.I. Share %	Tract Participation
18	8-36-1-26 W1M	Mission Canyon	NCE	100	60273 60274 Jimco Ltd. 70016	16.667 16.666 33.334 33.333	1.3417
19	11-32-1-25 W1M	Mission Canyon	NCE	100	Tundra RWR Smart	50 37.5 12.5	2.3294
20	12-32-1-25 W1M	Mission Canyon	NCE	100	Tundra RWR Smart	50 37.5 12.5	1.7895
21	9-31-1-25 W1M	Mission Canyon	NCE	100	RWR Smart	75 25	2.1494
22	10-31-1-25 W1M	Mission Canyon	NCE	100	RWR Smart	75 25	2.0745
23	11-31-1-25 W1M	Mission Canyon	NCE	100	DAKADAL	100	1.8676
24	12-31-1-25 W1M	Mission Canyon	NCE	100	DAKADAL	100	1.6627
25	9-36-1-26 W1M	Mission Canyon	NCE	100	60273 60274 Jimco Ltd. 70016	16.667 16.666 33.334 33.333	0.8723

## EXHIBIT "A"

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"Unit Agreement – Waskada Unit No.3"

Tract No.	Land Description	Excepted Zone	W.I. Owner	W.I Share %	R.I Owner	R.I. Share %	Tract Participation
26	10-36-1-26 W1M	Mission Canyon	NCE	100	60273 60274 Jimco Ltd. 70016	16.667 16.666 33.334 33.333	2.1294
27	11-36-1-26 W1M	Mission Canyon	NCE	100	Lee Oil Tundra (1)	100	1.9411
28	14-32-1-25 W1M	Mission Canyon	NCE	100	Tundra RWR Smart	50 37.5 12.5	1.5905
29	13-32-1-25 W1M	Mission Canyon	NCE	100	Tundra RWR Smart	50 37.5 12.5	2.2476
30	16-31-1-25 W1M	Mission Canyon	NCE	100	RWR Smart	75 25	2.3169
31	15-31-1-25 W1M	Mission Canyon	NCE	100	RWR Smart	75 25	1.6437
32	14-31-1-25 W1M	Mission Canyon	NCE	100	DAKADAL	100	1.3858
33	13-31-1-25 W1M	Mission Canyon	NCE	100	DAKADAL	100	1.8825
34	15-36-1-26 W1M	Mission Canyon	NCE	100	60273 60274 Jimco Ltd. 70016	16.667 16.666 33.334 33.333	2.2525

## EXHIBIT "A"

Attached to and made part of an Agreement entitled  
"Unit Agreement – Waskada Unit No.3"

Tract No.	Land Description	Excepted Zone	W.I. Owner	W.I. Share %	R.I. Owner	R.I. Share %	Tract Participation
35	14-36-1-26 W1M	Mission Canyon	NCE	100	Lee Oil Tundra (1)	100	1.9270
36	13-36-1-26 W1M	Mission Canyon	NCE	100	Lee Oil Tundra (1)	100	2.2591
37	2-30-1-25 W1M	Mission Canyon	NCE	100	Crown Crown (2)	100	1.2112
38	7-30-1-25 W1M	Mission Canyon	NCE Molchan	99.4167 0.5833	Crown Crown (2)	100	2.2455
39	8-30-1-25 W1M	Mission Canyon	NCE	100	Crown Crown (2)	100	1.1698
40	7-36-1-26 W1M	Mission Canyon	NCE	100	60273 60274 Jimco Ltd. 70016	16.667 16.666 33.334 33.333	2.1318
41	16-36-1-26 W1M	Mission Canyon	NCE	100	60273 60274 Jimco Ltd. 70016	16.667 16.666 33.334 33.333	1.4121
42	1-5-2-25 W1M (3)	Mission Canyon	NCE	100	PanCan	100	2.5025
43	2-5-2-25 W1M (3)	Mission Canyon	NCE	100	R.M. of Brenda PanCan	10 90	2.3005

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Tract No.	Land Description	Excepted Zone	W.I. Owner	W.I Share %	R.I Owner	R.I. Share %	Tract Participation
44	3-5-2-25 W1M	Mission Canyon	NCE	100	Smart RWR	25 75	2.6685
45	4-5-2-25 W1M	Mission Canyon	NCE	100	Smart RWR	25 75	1.2220
46	7-5-2-25 W1M (3)	Mission Canyon	NCE	100	PanCan	100	1.5694
47	8-5-2-25 W1M (3)	Mission Canyon	NCE	100	R.M. of Brenda PanCan	10 90	2.8874
48	4-36-1-26 W1M	Mission Canyon	NCE	100	Lee Oil Tundra (1)	100	2.2958
49	5-36-1-26 W1M	Mission Canyon	NCE	100	Lee Oil Tundra (1)	100	2.2016
50	6-36-1-26 W1M	Mission Canyon	NCE	100	Lee Oil Tundra (1)	100	2.1257

Note: (1) Gross Overriding Royalty Interest  
 (2) Gross Overriding Royalty Interest After Payout  
 (3) Natural Gas Not Included in Tracts 42, 43, 46, 47



## **Addressee List**

Natural Resources Canada  
Resource Management Division  
10<sup>th</sup> Floor, 580 Booth Street  
Ottawa, Ontario K1A 0E4



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

PanAtlas Energy Inc.  
200, 630-4 Avenue S.W.  
Calgary, Alberta T2P 0J9

Trewin Holdings Ltd.  
c/o Mrs. R. Vanbeselaere  
P.O. Box 554  
Melita, Manitoba R0M 1L0

60273 Manitoba Ltd.  
P.O. Box 89  
Waskada, Manitoba R0M 2E0

Jimco Ltd.  
P.O. Box 189  
Waskada, Manitoba R0M 2E0

DA-KA-DAL Enterprises Ltd.  
General Delivery  
Waskada, Manitoba R0M 2E0

Lee Oil Limited  
Box 656  
Carman, Manitoba R0G 0J0

R.W.R. Resources Ltd.  
c/o R.J. Temple  
P.O. Box 353  
Carnduff, Saskatchewan S0C 0S0

Montreal Trust Company  
Waskada Oil Group No. 2  
600, 530-8 Avenue S.W.  
Calgary, Alberta T2P 3Y8

PanCanadian Resources  
150-9 Avenue S.W.  
Calgary, Alberta T2P 3H9

Yetta E. Spurrier  
176 Mountain View Avenue  
Vallejo, California U.S.A.  
94590-3562

Norranco Oil & Gas Ltd.  
607 Wolf Willow Road  
Edmonton, Alberta T5Z 1E7

60274 Manitoba  
P.O. Box 89  
Waskada, Manitoba R0M 2E0

70016 Manitoba Ltd.  
P.O. Box 70  
Waskada, Manitoba R0M 1E0

R.M. of Brenda  
P.O. Box 40  
Waskada, Manitoba R0M 2E0

Tundra Oil & Gas Ltd.  
1111 One Lombard Place  
Winnipeg, Manitoba R3B 0X4

Smart Oils Ltd.  
Box 93  
Waskada, Manitoba R0M 2E0



## NCE RESOURCES GROUP

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

October 1, 1999

**Working Interest Owners**

Waskada Unit No. 3

**(See attached Addressee List)**

**RE: Waskada Unit No. 3  
Revisions to Unit Agreement Exhibit  
NCE File No.: U-00039**

Enclosed for your records, please find revised Exhibit A for the Waskada Unit No. 3 wherein 70015 Manitoba Ltd. has been changed to Jimco Ltd. Changes have been made on tracts 18, 25, 26, 34, 40 & 41.

Should you have any questions regarding this revision, please contact Elsie Packer at 218-8651.

Yours very truly,

NCE PETROFUND CORP.

Patricia Montgomery  
Land Assistant

Pkm/Encl.

*No change*  
*P.*

## EXHIBIT "A"

Attached to and made part of an Agreement entitled  
"Unit Agreement - Waskada Unit No. 3"

### Working Interest Owners

NCE	NCE Petrofund Corp.	99.986902%
Molchan	Myron Molchan	0.013098%

### Royalty Interest Owners

Corvair	Corvair Oils Ltd.
Canada Trust	The Canada Trust Company
Federal Crown	Energy Mines & Resources Canada
PanCan	PanCanadian Resources
Channel	Channel Resources Ltd.
Spurrier	Yetta Spurrier
Trewin	Trewin Holdings Ltd.
Norranco	Norranco Oil & Gas Ltd.
60273	60273 Manitoba Ltd.
60274	60274 Manitoba Ltd.
Jimco Ltd.	Jimco Ltd.
70016	70016 Manitoba Ltd.
DAKADAL	DA-KA-DAL Enterprises Ltd.
MB Crown	Manitoba Energy & Mines Petroleum
Lee Oil	Lee Oil Limited
RM of Brenda	Rural Municipality of Brenda
Smart	Smart Oils Ltd.
RWR	R.W.R. Resources Ltd.

## EXHIBIT "A"

Tract No.	Land Description	Excepted Zone	W.I. Owner	W.I Share %	R.I. Owner	R.I. Share %	Tract Participation
1	4-30-1-25 W1M	Mission Canyon	NCE	100	Fed Crown PanCan (1) Channel (1) Norranco (1)	100	2.4547
2	5-30-1-25 W1M	Mission Canyon	NCE	100	Fed Crown PanCan (1) Channel (1) Norranco (1)	100	1.8779
3	11-30-1-25 W1M	Mission Canyon	NCE	100	Canada Trust Channel (1) Norranco (1)	100	1.6864
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5	16-30-1-25 W1M	Mission Canyon	NCE	100	Trewin	100	1.9274
6	15-30-1-25 W1M	Mission Canyon	NCE	100	Trewin	100	2.2011
7	14-30-1-25 W1M	Mission Canyon	NCE	100	Canada Trust Channel (1)	100	1.9957
8	13-30-1-25 W1M	Mission Canyon	NCE	100	Canada Trust Channel (1)	100	2.0675

Tract No.	Land Description	Excepted Zone	W.I. Owner	W.I Share %	R.I Owner	R.I. Share %	Tract Participation
9	4-31-1-25 W1M	Mission Canyon	NCE	100	DAKADAL	100	2.3538
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11	2-31-1-25 W1M	Mission Canyon	NCE	100	Spurrier Trewin	50 50	2.1329
12	1-31-1-25 W1M	Mission Canyon	NCE	100	Spurrier Trewin	50 50	1.7737
13	8-31-1-25 W1M	Mission Canyon	NCE	100	Spurrier Trewin	50 50	2.4412
14	7-31-1-25 W1M	Mission Canyon	NCE	100	Spurrier Trewin	50 50	1.9500
15	6-31-1-25 W1M	Mission Canyon	NCE	100	DAKADAL	100	2.7330
16	5-31-1-25 W1M	Mission Canyon	NCE	100	DAKADAL	100	1.8239
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Tract No.	Land Description	Excepted Zone	W.I. Owner	W.I. Share %	R.I. Owner	R.I. Share %	Tract Participation
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22	10-31-1-25 W1M	Mission Canyon	NCE	100	RWR Smart	75 25	2.0745
23	11-31-1-25 W1M	Mission Canyon	NCE	100	DAKADAL	100	1.8676
24	12-31-1-25 W1M	Mission Canyon	NCE	100	DAKADAL	100	1.6627
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27	11-36-1-26 W1M	Mission Canyon	NCE	100	Lee Oil Corvair (1)	100	1.9411
28	14-32-1-25 W1M	Mission Canyon	NCE	100	Corvair RWR Smart	50 37.5 12.5	1.5905
29	13-32-1-25 W1M	Mission Canyon	NCE	100	Corvair RWR Smart	50 37.5 12.5	2.2476
30	16-31-1-25 W1M	Mission Canyon	NCE	100	RWR Smart	75 25	2.3169
31	15-31-1-25 W1M	Mission Canyon	NCE	100	RWR Smart	75 25	1.6437
32	14-31-1-25 W1M	Mission Canyon	NCE	100	DAKADAL	100	1.3858
33	13-31-1-25 W1M	Mission Canyon	NCE	100	DAKADAL	100	1.8825
34	15-36-1-26 W1M	Mission Canyon	NCE	100	60273 60274 Jimco Ltd. 70016	16.667 16.666 33.334 33.333	2.2525

Tract No.	Land Description	Excepted Zone	W.I. Owner	W.I. Share %	R.I. Owner	R.I. Share %	Tract Participation
35	14-36-1-26 W1M	Mission Canyon	NCE	100	Lee Oil Corvair (1)	100	1.9270
36	13-36-1-26 W1M	Mission Canyon	NCE	100	Lee Oil Corvair (1)	100	2.2591
37	2-30-1-25 W1M	Mission Canyon	NCE	100	Crown Crown (2)	100	1.2112
38	7-30-1-25 W1M	Mission Canyon	NCE Molchan	99.4167 0.5833	Crown Crown (2)	100	2.2455
39	8-30-1-25 W1M	Mission Canyon	NCE	100	Crown Crown (2)	100	1.1698
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42	1-5-2-25 W1M (3)	Mission Canyon	NCE	100	PanCan	100	2.5025
43	2-5-2-25 W1M (3)	Mission Canyon	NCE	100	R.M. of Brenda PanCan	10 90	2.3005



Tract No.	Land Description	Excepted Zone	W.I. Owner	W.I Share %	R.I Owner	R.I. Share %	Tract Participation
44	3-5-2-25 W1M	Mission Canyon	NCE	100	Smart RWR	25 75	2.6685
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46	7-5-2-25 W1M (3)	Mission Canyon	NCE	100	PanCan	100	1.5694
47	8-5-2-25 W1M (3)	Mission Canyon	NCE	100	R.M. of Brenda PanCan	10 90	2.8874
48	4-36-1-26 W1M	Mission Canyon	NCE	100	Lee Oil Corvair (1)	100	2.2958
49	5-36-1-26 W1M	Mission Canyon	NCE	100	Lee Oil Corvair (1)	100	2.2016
50	6-36-1-26 W1M	Mission Canyon	NCE	100	Lee Oil Corvair (1)	100	2.1257

Note: (1) Gross Overriding Royalty Interest  
 (2) Gross Overriding Royalty Interest After Payout  
 (3) Natural Gas Not Included in Tracts 42, 43, 46, 47



*Checked  
Waskada #3  
changed only*

## NCE PETROFUND CORP.

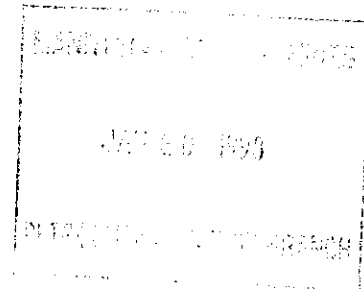
2300 CANADA TRUST TOWER, 421-7th AVE. S.W., CALGARY, ALBERTA, CANADA T2P 4K9 TELEPHONE (403) 218-8625 FAX (403) 269-5858

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. 3"

### Working Interest Owners

NCE	NCE Petrofund Corp.	99.986902%	<i>changed unit Brochure</i>
Molchan	Myron Molchan	0.013098% (New)	

### Royalty Interest Owners

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Canada Trust	The Canada Trust Company
Federal Crown	Energy Mines & Resources Canada
PanCan	PanCanadian Petroleum Limited
Channel	Channel Resources Ltd.
Spurrier	Yetta Spurrier
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Lee Oil	Lee Oil Limited
RM of Brenda	Rural Municipality of Brenda
Smart	Smart Oils Ltd.
RWR	R.W.R. Resources Ltd.

## EXHIBIT "A"

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10	3-31-1-25 W1M	Mission Canyon	NCE	100	DAKADAL	100	2.5872
11	2-31-1-25 W1M	Mission Canyon	NCE	100	Spurrer Trewin	50 50	2.1329
12	1-31-1-25 W1M	Mission Canyon	NCE	100	Spurrer Trewin	50 50	1.7737
13	8-31-1-25 W1M	Mission Canyon	NCE	100	Spurrer Trewin	50 50	2.4412
14	7-31-1-25 W1M	Mission Canyon	NCE	100	Spurrer Trewin	50 50	1.9500
15	6-31-1-25 W1M	Mission Canyon	NCE	100	DAKADAL	100	2.7330
16	5-31-1-25 W1M	Mission Canyon	NCE	100	DAKADAL	100	1.8239
17	12-30-1-25 W1M	Mission Canyon	NCE	100	Canada Trust Channel (1) Norrancro (1)	100	2.3724

Tract No.	Land Description	Excepted Zone	W.I. Owner	W.I. Share %	R.I. Owner	R.I. Share %	Tract Participation
18	8-36-1-26 W1M	Mission Canyon	NCE	100	60273 60274 70015 70016	16.667 16.666 33.334 33.333	1.3417
19	11-32-1-25 W1M	Mission Canyon	NCE	100	Corvair RWR Smart	50 37.5 12.5	2.3294
20	12-32-1-25 W1M	Mission Canyon	NCE	100	Corvair RWR Smart	50 37.5 12.5	1.7895
21	9-31-1-25 W1M	Mission Canyon	NCE	100	RWR Smart	75 25	2.1494
22	10-31-1-25 W1M	Mission Canyon	NCE	100	RWR Smart	75 25	2.0745
23	11-31-1-25 W1M	Mission Canyon	NCE	100	DAKADAL	100	1.8676
24	12-31-1-25 W1M	Mission Canyon	NCE	100	DAKADAL	100	1.6627
25	9-36-1-26 W1M	Mission Canyon	NCE	100	60273 60274 70015 70016	16.667 16.666 33.334 33.333	0.8723

Tract No.	Land Description	Excepted Zone	W.I. Owner	W.I Share %	R.I Owner	R.I. Share %	Tract Participation
26	10-36-1-26 W1M	Mission Canyon	NCE	100	60273 60274 70015 70016	16.667 16.666 33.334 33.333	2.1294
27	11-36-1-26 W1M	Mission Canyon	NCE	100	Lee Oil Corvair (1)	100	1.9411
28	14-32-1-25 W1M	Mission Canyon	NCE	100	Corvair RWR Smart	50 37.5 12.5	1.5905
29	13-32-1-25 W1M	Mission Canyon	NCE	100	Corvair RWR Smart	50 37.5 12.5	2.2476
30	16-31-1-25 W1M	Mission Canyon	NCE	100	RWR Smart	75 25	2.3169
31	15-31-1-25 W1M	Mission Canyon	NCE	100	RWR Smart	75 25	1.6437
32	14-31-1-25 W1M	Mission Canyon	NCE	100	DAKADAL	100	1.3858
33	13-31-1-25 W1M	Mission Canyon	NCE	100	DAKADAL	100	1.8825
34	15-36-1-26 W1M	Mission Canyon	NCE	100	60273 60274 70015 70016	16.667 16.666 33.334 33.333	2.2525

Tract No.	Land Description	Excepted Zone	W.I. Owner	W.I. Share %	R.I. Owner	R.I. Share %	Tract Participation
35	14-36-1-26 W1M	Mission Canyon	NCE	100	Lee Oil Corvair (1)	100	1.9270
36	13-36-1-26 W1M	Mission Canyon	NCE	100	Lee Oil Corvair (1)	100	2.2591
37	2-30-1-25 W1M	Mission Canyon	NCE	100	Crown Crown (2)	100	1.2112
38	7-30-1-25 W1M	Mission Canyon	NCE Molchan	99.4167 0.5833	Crown Crown (2)	100	2.2455
39	8-30-1-25 W1M	Mission Canyon	NCE	100	Crown Crown (2)	100	1.1698
40	7-36-1-26 W1M	Mission Canyon	NCE	100	60273 60274 70015 70016	16.667 16.666 33.334 33.333	2.1318
41	16-36-1-26 W1M	Mission Canyon	NCE	100	60273 60274 70015 70016	16.667 16.666 33.334 33.333	1.4121
42	1-5-2-25 W1M (3)	Mission Canyon	NCE	100	PanCan	100	2.5025
43	2-5-2-25 W1M (3)	Mission Canyon	NCE	100	R.M. of Brenda PanCan	10 90	2.3005



Tract No.	Land Description	Excepted Zone	W.I. Owner	W.I Share %	R.I Owner	R.I. Share %	Tract Participation
44	3-5-2-25 W1M	Mission Canyon	NCE	100	Smart RWR	25 75	2.6685
45	4-5-2-25 W1M	Mission Canyon	NCE	100	Smart RWR	25 75	1.2220
46	7-5-2-25 W1M (3)	Mission Canyon	NCE	100	PanCan	100	1.5694
47	8-5-2-25 W1M (3)	Mission Canyon	NCE	100	R.M. of Brenda PanCan	10 90	2.8874
48	4-36-1-26 W1M	Mission Canyon	NCE	100	Lee Oil Corvair (1)	100	2.2958
49	5-36-1-26 W1M	Mission Canyon	NCE	100	Lee Oil Corvair (1)	100	2.2016
50	6-36-1-26 W1M	Mission Canyon	NCE	100	Lee Oil Corvair (1)	100	2.1257

Note: (1) Gross Overriding Royalty Interest  
(2) Gross Overriding Royalty Interest After Payout  
(3) Natural Gas Not Included in Tracts 42, 43, 46, 47

## **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:

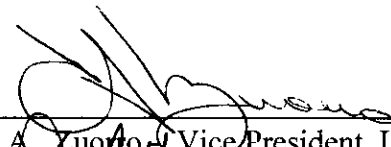
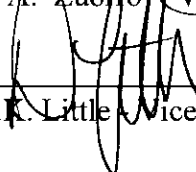
NCE PETROFUND CORP.  
2300 CANAD TRUST TOWER  
421 - 7th Avenue S.W.  
Calgary, Alberta  
T2P 4K9

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.

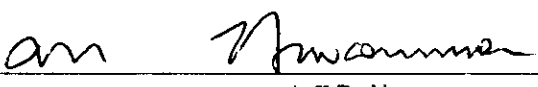
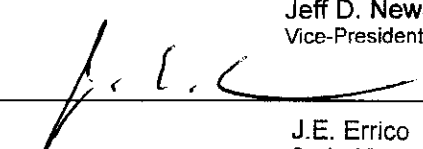
**ASSIGNOR:**

**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, Exploration & Land  
  
\_\_\_\_\_  
J.E. Errico  
Senior Vice-President & COO

## **SCHEDULE "A"**

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

**"the said Agreement"**

Waskada Unit No. 3