

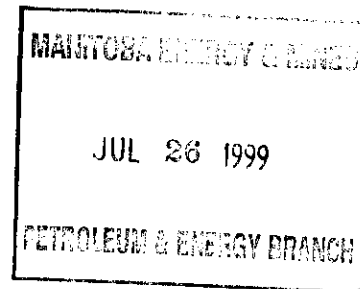


NCE PETROFUND CORP.

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. 5
(see attached addressee list)



Re: Waskada Unit No. 5
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

**Baxter Lake Holdings Company
Limited**
c/o Box 821
Calmar, AB T0C 0V0

Corvair Oils Ltd.
1111 One Lombard Place
Winnipeg, MB R3B 0X4

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

PanCanadian Petroleum Limited
150 - 9th Avenue SW
Calgary, AB T2P 3H9

Lee Oil Limited
Box 656
Carman, MB R0G 0J0

Ovey Oils LTd.
c/o Mrs. Dorothy A. Olischefski
PO Box 383
Deloraine, MB R0M 0M0

Seymer Ross Young
1898 Skylark Place
Victoria, BC V8N 2X1

**Frank Ross & Margaret McIntosh
Young**
1898 Skylark Place
Victoria, BC V8N 2X1

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. 5"

Omega Dalny 3-34-1-26 WPM	Abandoned
Omega Waskada 4-34-1-26 WPM	Abandoned
Waskada Unit No. 5 WIW 5-34-1-26 WPM	Water Injector
Waskada Unit No. 5 6-34-1-26 WPM	
Omega Chevron Waskada 02/10-34-1-26 WPM	Abandoned
Waskada Unit No. 5 12-34-1-26 WPM/02	Abandoned
Waskada Unit No. 5 WIW 13-34-1-26 WPM	Water Injector
Waskada Unit No. 5 COM 14-34-1-26 WPM/02	
Waskada Unit No. 5 WIW 15-34-1-26 WPM	Water Injector
Omega Chevron Waskada 16-34-1-26 WPM	Abandoned
Waskada Unit No. 5 WIW 13-35-1-26 WPM	Water Injector
Waskada Unit No. 5 14-35-1-26 WPM/02	
Waskada Unit No. 5 WIW 15-35-1-26 WPM	Water Injector
Waskada Unit No. 5 16-35-1-26 WPM	
Waskada Unit No. 5 1-2-2-26 WPM	
Waskada Unit No. 5 2-2-2-26 WPM	
Waskada Unit No. 5 3-2-2-26 WPM	
Waskada Unit No. 5 4-2-2-26 WPM	
Waskada Unit No. 5 WIW 5-2-2-26 WPM	Water Injector
Waskada Unit No. 5 6-2-2-26 WPM	
Waskada Unit No. 5 WIW 7-2-2-26 WPM	Water Injector
Waskada Unit No. 5 8-2-2-26 WPM	
Waskada Unit No. 5 Prov. 9-2-2-26 WPM	Abandoned
Waskada Unit No. 5 Prov. 10-2-2-26 WPM	
Waskada Unit No. 5 Prov. 11-2-2-26 WPM	
Waskada Unit No. 5 Prov. 12-2-2-26 WPM	
Waskada Unit No. 5 Prov. WIW 15-2-2-26 WPM	
Waskada Unit No. 5 1-3-2-26 WPM	Abandoned
Waskada Unit No. 5 2-3-2-26 WPM	Abandoned
Waskada Unit No. 5 3-3-2-26 WPM	Abandoned
Waskada Unit No. 5 WIW 7-3-2-26 WPM	Water Injector
Waskada Unit No. 5 8-3-2-26 WPM	

Revision No. 6
1999-05-17



*checked
Waskada #3
changed way*

NCE PETROFUND CORP.

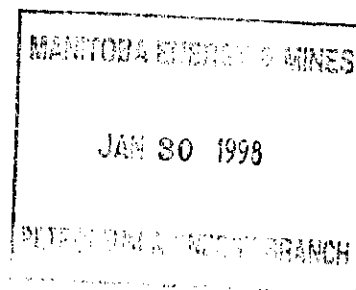
2300 CANADA TRUST TOWER, 421-7th AVE. S.W., CALGARY, ALBERTA, CANADA T2P 4K9 TELEPHONE (403) 218-8625 FAX (403) 269-5858

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. 5"

Working Interest Owners

NCE	NCE Petrofund Corp.	82.4963%✓
Tundra	Tundra Oil and Gas Ltd.	13.6314%✓
Baxter	Baxter Lake Holdings Company Limited	3.8723%✓

no change

p.

Royalty Interest Owners

Corvair	Corvair Oils Ltd.
PanCan	PanCanadian Petroleum Limited
MB Crown	Manitoba Energy & Mines Petroleum
Lee	Lee Oil Limited
Ovey	Ovey Oils Ltd.
S.R. Young	Seymer Ross Young
F.R. & M.M. Young	Frank Ross & Margaret McIntosh Young
B.G. Lee	Brock Glover Lee
F.W. Lee	Francine W.G.E. Lee

EXHIBIT "A"

Tract No.	Land Description	Excepted Zone	W.I. Owner	W.I Share %	R.I. Owner	R.I. Share %	Tract Participation
1	13-35-1-26 W1M	Mission Canyon	NCE	100	Lee Corvair (1)	100	3.2754
2	14-35-1-26 W1M	Mission Canyon	NCE	100	Lee Corvair (1)	100	3.8273
3	15-35-1-26 W1M	Mission Canyon	NCE	100	Lee Corvair (1)	100	4.0795
4	16-35-1-26 W1M	Mission Canyon	NCE	100	Lee Corvair (1)	100	3.9841
5	1-2-2-26 W1M	Mission Canyon	NCE	100	Lee Corvair (1)	100	3.7475
6	2-2-2-26 W1M	Mission Canyon	NCE	100	Lee Corvair (1)	100	3.9711
7	3-2-2-26 W1M	Mission Canyon	NCE Baxter (2) Tundra	50 30 20	Ovey	100	3.0877
8	4-2-2-26 W1M	Mission Canyon	NCE Baxter Tundra	50 30 20	Ovey	100	3.1223
9	5-2-2-26 W1M	Mission Canyon	NCE Baxter (2) Tundra	50 30 20	Ovey	100	3.2640

Tract No.	Land Description	Excepted Zone	W.I. Owner	W.I. Share %	R.I. Owner	R.I. Share %	Tract Participation
10	6-2-2-26 W1M	Mission Canyon	NCE Baxter Tundra	50 30 20	Ovey	100	3.4338
11	7-2-2-26 W1M	Mission Canyon	NCE	100	PanCan Lee Corvair (1)	7.7625 92.2375	2.6429
12	8-2-2-26 W1M	Mission Canyon	NCE	100	PanCan Lee Corvair (1)	7.7625 92.2375	2.9453
13	9-2-2-26 W1M	Mission Canyon	NCE	100	MB Crown	100	2.7686
14	10-2-2-26 W1M	Mission Canyon	NCE	100	MB Crown	100	3.0367
15	11-2-2-26 W1M	Mission Canyon	NCE	100	MB Crown	100	3.4976
16	12-2-2-26 W1M	Mission Canyon	NCE	100	MB Crown	100	3.0070
17	4-34-1-26 W1M	Mission Canyon	NCE Tundra	50 50	S.R. Young	100	2.4662
18	3-34-1-26 W1M	Mission Canyon	NCE Tundra	50 50	S.R. Young	100	2.2372

Tract No.	Land Description	Excepted Zone	W.I. Owner	W.I. Share %	R.I. Owner	R.I. Share %	Tract Participation
19	6-34-1-26 W1M	Mission Canyon	NCE Tundra	50 50	S.R. Young	100	2.9719
20	5-34-1-26 W1M	Mission Canyon	NCE Tundra	50 50	S.R. Young	100	2.7793
21	12-34-1-26 W1M	Mission Canyon	NCE Tundra	50 50	F.R. & M.M. Young	100	3.7407
22	10-34-1-26 W1M	Mission Canyon	NCE Tundra	50 50	F.R. & M.M. Young	100	2.3108
23	16-34-1-26 W1M	Mission Canyon	NCE Tundra	50 50	F.R. & M.M. Young	100	1.9375
24	15-34-1-26 W1M	Mission Canyon	NCE Tundra	50 50	F.R. & M.M. Young	100	2.9943
25	14-34-1-26 W1M	Mission Canyon	NCE Tundra	100 (2)	F.R. & M.M. Young	100	3.3091
26	13-34-1-26 W1M	Mission Canyon	NCE Tundra	50 50	F.R. & M.M. Young	100	2.8996
27	1-3-2-26 W1M	Mission Canyon	NCE	100	B.G. Lee F.W. Lee Corvair (1)	50 50	2.4279

Tract No.	Land Description	Excepted Zone	W.I. Owner	W.I. Share %	R.I. Owner	R.I. Share %	Tract Participation
28	2-3-2-26 W1M	Mission Canyon	NCE	100	B.G. Lee F.W. Lee Convair (1)	50 50	3.8566
29	3-3-2-26 W1M	Mission Canyon	NCE	100	B.G. Lee F.W. Lee Convair (1)	50 50	4.5513
30	7-3-2-26 W1M	Mission Canyon	NCE	100	B.G. Lee F.W. Lee Convair (1)	50 50	3.1465
31	8-3-2-26 W1M	Mission Canyon	NCE	100	B.G. Lee F.W. Lee Convair (1)	50 50	1.8951
32	15-2-2-26 W1M	Mission Canyon	NCE	100	MB Crown	100	2.7852

Notes: (1) Subject to GORR
(2) Subject to Penalty Recovery of 300% by NCE

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. Zorro - Vice President, Land



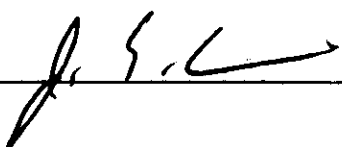
D.K. Little - Vice President, Finance

ASSIGNEE:

NCE PETROFUND CORP.



Jeff D. Newcommon, P. Land
Vice President, Land



J.E. Erdco
Senior Vice President, Operations

SCHEDULE "A"

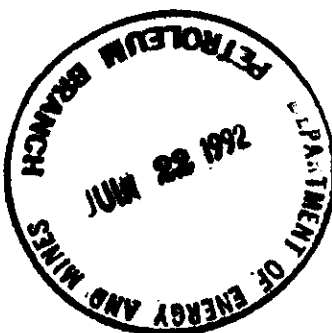
Attached to and made part of an Assignment Agreement dated the 23rd day of December, 1996.

"the said Agreement"

Waskada Unit No. 5



1300 SUN LIFE PLAZA III
112 - 4th AVENUE S.W.
CALGARY, ALBERTA, CANADA T2P 0H3
TELEPHONE (403) 261-0743
FAX (403) 264-5691



July 16, 1992

Royalty Interest Owners
Waskada Unit No. 5
(Addressee List Attached)

Gentlemen:

RE: **Waskada Unit No. 5**
Revisions to Unit Agreement and Unit Operating Agreement Exhibits

Enclosed for your records are complete copies of revised Exhibit D and Exhibit E of the Waskada Unit No. 5 Unit Operating Agreement and also a revised copy of Exhibit A of the Waskada Unit No. 5 Unit Agreement. The interests of Chevron Canada Resources have recently been acquired by Tundra Oil and Gas Ltd., the attached revisions reflect this change.

Yours truly,

OMEGA HYDROCARBONS LTD.

R.A. Paranych, P. Eng.
Production Engineer

RP/ns

c.c.: Unit File
Accounting Department
Land Department

*July 22/92
x copy to Sue
Pauline
Carol*

WASKADA UNIT NO. 5

ROYALTY INTEREST OWNERS

ADDRESSEE LIST

Manitoba Department of Energy & Mines Mineral Resources Division Petroleum Branch 555 - 330 Graham Avenue Winnipeg, Manitoba R3C 4E3	Margaret McIntosh Young 1898 Skylark Place Victoria, B.C. V8N 2X1
PanCanadian Petroleum Limited 150 - 9th Avenue S.W. P.O. Box 2850 Calgary, Alberta T2P 2S5	Howard Glover Lee Post Office of Waskada Waskada, Manitoba ROM 2EO
Amoco Canada Resources Ltd. 240 - 4th Avenue S.W. P.O. Box 200, Station "M" Calgary, Alberta T2P 2H8	Brock Glover Lee P.O. Box 656 Carman, Manitoba ROG OJO
Francine Wilfrieda Germaine Esther Lee P.O. Box 656 Carman, Manitoba ROG OJO	Seymer Ross Young 1898 Skylark Place Victoria, B.C. V8N 2X1
Lee Oil Limited P.O. Box 656 Carman, Manitoba ROG OJO	Frank Ross Young 1898 Skylark Place Victoria, B.C. V8N 2X1
Ovey Oils Ltd. c/o Mrs. Dorothy A. Olischefski P.O. Box 383 Deloraine, Manitoba ROM OMO	

E X H I B I T " D "

**Attached to and made part of
"Waskada Unit No. 5 Operating Agreement"**

LIST OF PARTIES AND THEIR RESPECTIVE UNIT PARTICIPATIONS

Party	Unit Participation Percent
Omega Hydrocarbons Ltd.	82.4963
Baxter Lake Holdings	3.8723
Tundra Oil and Gas Ltd.	13.6314
	100.0000

**Revision No. 5
1992-04-01**

**Effective: As of the
Effective Date
of Enlargement No. 1**

E X H I B I T " E "

**Attached to and made part of an Agreement entitled -
"Unit Operating Agreement - Waskada Unit No. 5"**

LIST OF UNIT WELLS

- 1) Omega Waskada WIW 13-35-1-26 WPM
- 2) Omega Waskada 14-35-1-26 WPM
- 3) Omega Waskada WIW 15-35-1-26 WPM
- 4) Omega Waskada 16-35-1-26 WPM
- 5) Omega Waskada 1-2-2-26 WPM
- 6) Omega Waskada 2-2-2-26 WPM
- 7) Omega Chevron Waskada 3-2-2-26 WPM
- 8) Omega Chevron Waskada 4-2-2-26 WPM
- 9) Omega Chevron Waskada 5-2-2-26 WPM
- 10) Omega Chevron Waskada 6-2-2-26 WPM
- 11) Omega Waskada WIW 7-2-2-26 WPM
- 12) Omega Waskada 8-2-2-26 WPM
- 13) Omega Rex Waskada 9-2-2-26 WPM
- 14) Omega Rex Waskada 10-2-2-26 WPM
- 15) Omega Rex Waskada 11-2-2-26 WPM
- 16) Omega Rex Waskada 12-2-2-26 WPM
- 17) Omega Chevron Waskada WIW 5-34-1-26 WPM
- 18) Omega Chevron Waskada 6-34-1-26 WPM
- 19) Omega Chevron Waskada 12-34-1-26 WPM
- 20) Omega Chevron Waskada WIW 13-34-1-26 WPM
- 21) Omega Chevron Waskada COM 14-34-1-26 WPM
- 22) Omega Chevron Waskada WIW 15-34-1-26 WPM
- 23) Omega Waskada 1-3-2-26 WPM
- 24) Omega Waskada 2-3-2-26 WPM
- 25) Omega Waskada WIW 7-3-2-26 WPM
- 26) Omega Waskada 8-3-2-26 WPM
- 27) Omega Waskada WIW 15-2-2-26 WPM

Revision No. 5
1992-04-01

Effective: As of the Effective Date
of Enlargement No. 1

E X H I B I T " A "

**Attached to and made a part of an Agreement entitled
"Unit Agreement - Waskada Unit No. 5"**

TRACT PARTICIPATIONS

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

Working Interest Owners

Omega	Omega Hydrocarbons Ltd.
Baxter	Baxter Lake Holdings Company Limited
Tundra	Tundra Oil and Gas Ltd.

Royalty Interest Owners

Lee Oil	Lee Oil Limited
Ovey Oils	Ovey Oils Ltd.
Crown	Department of Energy and Mines Winnipeg, Manitoba
PanCanadian	PanCanadian Petroleum Limited
Amoco	Amoco Canada Resources Ltd.
S.R. Young	Seymer Ross Young
F.R. Young	Frank Ross Young
M.M. Young	Margaret McIntosh Young
H.G. Lee	Howard Glover Lee
B.G. Lee	Brock Glover Lee
F.W.G.E. Lee	Francine Wilfrieda Germaine Esther Lee

Revision No. 6
1992-04-01

Effective: As of the Effective
Date of Enlargement No. 1

E X H I B I T " A "

Tract No.	Land Description (LSD)	Excepted Zone	Working Interest		Royalty Interest		Tract Participation (\$)
			Owner	Share, %	Owner	Share, %	
1	13-35-1-26 WPM	Mission Canyon	Omega	100	Lee Oil Amoco (1)	100	3.2754
2	14-35-1-26 WPM	Mission Canyon	Omega	100	Lee Oil Amoco (1)	100	3.8273
3	15-35-1-26 WPM	Mission Canyon	Omega	100	Lee Oil Amoco (1)	100	4.0795
4	16-35-1-26 WPM	Mission Canyon	Omega	100	Lee Oil Amoco (1)	100	3.9841
5	1-2-2-26 WPM	Mission Canyon	Omega	100	Lee Oil Amoco (1)	100	3.7475
6	2-2-2-26 WPM	Mission Canyon	Omega	100	Lee Oil Amoco (1)	100	3.9711
7	3-2-2-26 WPM	Mission Canyon	Omega Baxter Tundra (2)	50 30 20	Ovey Oils	100	3.0877
8	4-2-2-26 WPM	Mission Canyon	Omega Baxter Tundra	50 30 20	Ovey Oils	100	3.1223
9	5-2-2-26 WPM	Mission Canyon	Omega Baxter Tundra (2)	50 30 20	Ovey Oils	100	3.2640

Revision No. 6
1992-04-01

Effective: As of the Effective
Date of Enlargement No. 1

E X H I B I T " A "

Tract No.	Land Description (LSD)	Excepted Zone	Working Interest		Royalty Interest		Tract Participation (\$)
			Owner	Share, %	Owner	Share, %	
10	6-2-2-26 WPM	Mission Canyon	Omega Baxter Tundra	50 30 20	Ovey Oils	100	3.4338
11	7-2-2-26 WPM	Mission Canyon	Omega	100	PanCanadian Lee Oil Amoco (1)	7.7625 92.2375	2.6429
12	8-2-2-26 WPM	Mission Canyon	Omega	100	PanCanadian Lee Oil Amoco (1)	7.7625 92.2375	2.9453
13	9-2-2-26 WPM	Mission Canyon	Omega	100	Crown	100	2.7686
14	10-2-2-26 WPM	Mission Canyon	Omega	100	Crown	100	3.0367
15	11-2-2-26 WPM	Mission Canyon	Omega	100	Crown	100	3.4976
16	12-2-2-26 WPM	Mission Canyon	Omega	100	Crown	100	3.0070
17	4-34-1-26 WPM	Mission Canyon	Tundra Omega	50 50	S.R. Young	100	2.4662
18	3-34-1-26 WPM	Mission Canyon	Omega	100 (3)	S.R. Young	100	2.2372

Revision No. 6
1992-04-01

Effective: As of the Effective
Date of Enlargement No. 1

EXHIBIT "A"

Tract No.	Land Description (LSD)	Excepted Zone	Working Interest		Royalty Interest		Tract Participation (%)
			Owner	Share, %	Owner	Share, %	
19	6-34-1-26 WPM	Mission Canyon	Tundra Omega	50 50	S.R. Young	100	2.9719
20	5-34-1-26 WPM	Mission Canyon	Tundra Omega	50 50	S.R. Young	100	2.7793
21	12-34-1-26 WPM	Mission Canyon	Tundra Omega	50 50	F.R. Young M.M. Young	50 50	3.7407
22	10-34-1-26 WPM	Mission Canyon	Tundra Omega	50 50	F.R. Young M.M. Young	50 50	2.3108
23	16-34-1-26 WPM	Mission Canyon	Tundra Omega	50 50	F.R. Young M.M. Young	50 50	1.9375
24	15-34-1-26 WPM	Mission Canyon	Tundra Omega	50 50	F.R. Young M.M. Young	50 50	2.9943
25	14-34-1-26 WPM	Mission Canyon	Omega	100(2)	F.R. Young M.M. Young	50 50	3.3091
26	13-34-1-26 WPM	Mission Canyon	Tundra Omega	50 50	F.R. Young M.M. Young	50 50	2.8996
27	1-3-2-26 WPM	Mission Canyon	Omega	100	H.G. Lee B.G. Lee F.W.G.E. Lee Amoco (1)	33.3334 33.3333 33.3333	2.4279

Revision No. 6
1992-04-01

Effective: As of the Effective
Date of Enlargement No. 1

EXHIBIT "A"

Tract No.	Land Description (LSD)	Excepted Zone	Working Interest		Royalty Interest		Tract Participation (%)
			Owner	Share, %	Owner	Share, %	
28	2-3-2-26 WPM	Mission Canyon	Omega	100	H.G. Lee B.G. Lee F.W.G.E. Lee AMOCO (1)	33.3334 33.3333 33.3333	3.8566
29	3-3-2-26 WPM	Mission Canyon	Omega	100	H.G. Lee B.G. Lee F.W.G.E. Lee AMOCO (1)	33.3334 33.3333 33.3333	4.5513
30	7-3-2-26 WPM	Mission Canyon	Omega	100	H.G. Lee B.G. Lee F.W.G.E. Lee AMOCO (1)	33.3334 33.3333 33.3333	3.1465
31	8-3-2-26 WPM	Mission Canyon	Omega	100	H.G. Lee B.G. Lee F.W.G.E. Lee AMOCO (1)	33.3334 33.3333 33.3333	1.8951
32	15-2-2-26 WPM	Mission Canyon	Omega	100	Crown	100	2.7852
					Total:		100.0000

Notes: (1) Other than Lessor Royalty
(2) Subject to Penalty Recovery of 300% by Omega.
(3) Gross Overriding Royalty to Tundra, convertible at payout.

Revision No. 6
1992-04-01

Effective: As of the Effective
Date of Enlargement No. 1