



*Checked
Waskada #3
changed only*

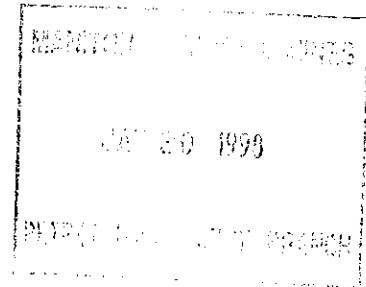
NCE PETROFUND CORP.

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 Lower Amaranth Unit No. 1"

TRACT NO.	LAND DESCRIPTION	OWNER	ROYALTY INTERESTS TRACT SHARE (%)	TRACT PART.
1	Lsd. 9-24-1-26 WPM	See Group A Below		2.2615
2	Lsd. 10-24-1-26 WPM	See Group A Below		2.1558
3	Lsd. 11-24-1-26 WPM	See Group B Below		2.5574
4	Lsd. 12-24-1-26 WPM	See Group B Below		3.5930
5	Lsd. 13-24-1-26 WPM	See Group B Below		3.4663
6	Lsd. 14-24-1-26 WPM	See Group B Below		2.1295
7	Lsd. 15-24-1-26 WPM	See Group A Below		1.9454
8	Lsd. 16-24-1-26 WPM	See Group A Below		3.1070
9	Lsd. 1-25-1-26 WPM	Niwert	100	3.6142
10	Lsd. 2-25-1-26 WPM	Niwert	100	3.2337
11	Lsd. 3-25-1-26 WPM	M. G. Pounder	100	3.5084
12	Lsd. 4-25-1-26 WPM	M. G. Pounder	100	4.0158
13	Lsd. 5-25-1-26 WPM	M. G. Pounder	100	4.0321
14	Lsd. 6-25-1-26 WPM	M. G. Pounder	100	3.4021
15	Lsd. 7-25-1-26 WPM	Niwert	100	3.7621
16	Lsd. 8-25-1-26 WPM	Newert	100	4.0993
17	Lsd. 9-25-1-26 WPM	Niwert	100	3.8654
18	Lsd. 10-25-1-26 WPM	Niwert	100	2.8110
19	Lsd. 11-25-1-26 WPM	M. G. Pounder	100	2.8322
20	Lsd. 12-25-1-26 WPM	M. G. Pounder	100	2.7687
21	Lsd. 13-25-1-26 WPM	M. G. Pounder	100	2.0078
22	Lsd. 14-25-1-26 WPM	M. G. Pounder	100	1.4161
23	Lsd. 15-25-1-26 WPM	Niwert	100	0.9300
24	Lsd. 16-25-1-26 WPM	Niwert	100	2.1559
25	Lsd. 9-23-1-26 WPM	64440 Ltd.	100	4.6498
26	Lsd. 10-23-1-26 WPM	64440 Ltd.	100	2.2193
27	Lsd. 15-23-1-26 WPM	64440 Ltd.	100	4.2465
28	Lsd. 16-23-1-26 WPM	64440 Ltd.	100	4.0618
29	Lsd. 1-26-1-26 WPM	70361 Ltd.	100	3.7485
30	Lsd. 2-26-1-26 WPM	70361 Ltd.	100	5.0694
31	Lsd. 7-26-1 WPM	70361 Ltd.	100	2.7054
32	Lsd. 8-26-1-26 WPM	70361 Ltd.	100	3.6286

- NOTES
- (1) Tracts 1 through 32 inclusive have 100% Working Interest owned by NCE Petrofund Corp.
 - (2) Group A Royalty Owners: Bran Van 50%, D.E. McGregor 25%, Missilinda 25%.
 - (3) Group B Royalty Owners: Tarragon 25%, Bran Van 50%, D.E. McGregor 25%.

LIST OF ABBREVIATIONS

Working Interest Owners

NCE

NCE Petrofund Corp.

No change p.

Royalty Interest Owners

Bran Van
D. E. McGregor
Missilinda
Tarragon
M. G. Pounder
Niwert
70361 Ltd.
64440 Ltd.

Bran Van Enterprises Ltd.
Donald E. McGregor
Missilinda of Canada Ltd.
Tarragon Oil and Gas Limited
Mabel Grace Pounder
Niwert Holdings Ltd.
70361 Manitoba Ltd.
64440 Manitoba Ltd.

Revision No. 3
November 3, 1997
NCE File: U-00037

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

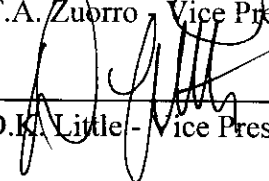
6. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

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.**

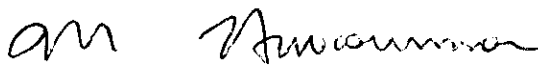


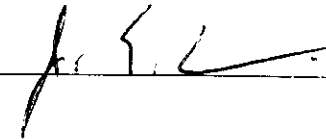
T.A. Zuorro - Vice President, Land


D.K. Little - Vice President, Finance

ASSIGNEE:

NCE PETROFUND CORP.



Jeff D. Newcommon, P. 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. 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

ASSIGNMENT OF INTEREST
(Unit Agreement)

THIS ASSIGNMENT MADE AS OF THE 1st DAY OF MARCH, 1995.

BETWEEN:

NORTH AMERICAN ROYALTIES, INC., a body corporate
having an office at the City of Chattanooga, in the State of Tennessee,
(hereinafter referred to as the "Assignor")

- and -

STRIKE ENERGY INC., a body corporate
having an office in the City of Calgary, in the Province of Alberta,
(hereinafter referred to as the "Assignee")

WHEREAS:

- A. Pursuant to a certain Unit Agreement, (as revised) dated the 8th day of September, 1982, known as the **Waskada Lower Amaranth Unit No.1**, (the "Unit Agreement") the Assignor is the holder of a certain Lessor's Royalty (the "Lessor Royalty") payable on all petroleum and natural gas and related hydrocarbons that are produced from certain lands and leases, as more particularly set out in Schedule "A" hereto (the "Lands" and the "Leases"); and
- B. Pursuant to a Letter Agreement of Purchase, Sale and Conveyance, dated April 6, 1995, and effective as of the 1st day of March, 1995 (the "Sale Agreement"), made between the Assignor and the Assignee, the Assignor agreed to convey unto the Assignee its entire right, title and interest in and to the Lands, the Leases and the Unit Agreement, and the Assignee agreed to purchase and receive, the Assignor's entire interest therein.

NOW, THEREFORE, in consideration of the premises and the consideration now paid by the Assignee to the Assignor pursuant to the Sale Agreement (the receipt and sufficiency of which is hereby acknowledged) the Assignor does hereby grant and assign to the Assignee the Assignor's entire estate, right, title and interest in and to the Unit Agreement and the Lessor Royalty, and all benefit and advantage to be derived therefrom.

**THE ASSIGNOR AND THE ASSIGNEE HEREBY COVENANT AND AGREE
AS FOLLOWS:**

1. The Assignor hereby agrees to assign to the Assignee its entire interest in the Unit Agreement and in the Lessor Royalty, and the Assignee hereby accepts the Assignment aforesaid and agrees to assume all of the obligations of the Assignor from and after the Effective Date.
2. This Assignment shall be effective as of March 1, 1995, (the "Effective Date").
3. The Assignor shall from time to time hereafter at the request and cost of the Assignee do and perform all such acts and things and execute all such deeds, documents and writings, and give all such further assurances as the Assignee shall reasonably require.
4. The address of the Assignee for all notices to be hereafter served on it under the said Agreement, but subject to the provisions thereof as to notices, shall be:

STRIKE ENERGY INC.
1400, 300 - 5th Avenue S.W.
Calgary, Alberta
T2P 3C4
FAX: (403) 266-6854
5. This Assignment shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns
6. This Agreement may be executed in as many counterparts as are necessary and, when a counterpart has been executed by a party, that counterpart shall be binding against that party, and when a counterpart has been executed by each party, all counterparts together shall constitute one agreement and all parties shall be bound thereby.

IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement as of the day and year first above written.

Assignor

NORTH AMERICAN ROYALTIES, INC.

(Corp. Seal)

Per: 
G.P. Street, Jr., President

Assignee

STRIKE ENERGY INC.

(Corp. Seal)

Per: C. Kuthof

Per: A. Stephen Burt

Counterpart execution page attached to and forming part of an Assignment of Interest Agreement dated as of the 1st day of March, 1995, between North American Royalties, Inc., as Assignor and Strike Energy Inc., as Assignee.

Schedule "A"

Attached to and forming part of an Assignment of Interest Agreement, dated for reference, the 1st day of March, 1995 between North American Royalties, Inc., as Assignor and Strike Energy Inc., as Assignee.

<u>Tract Number</u>	<u>"Lands"</u>	<u>"Leases"</u>	<u>Tract Participation</u>
3	Lsd. 11-24-1-26 WPM (1/4th)	P&NG Lease, Sept. 2, 1981	5.0259
4	Lsd. 12-24-1-26 WPM (1/4th)	P&NG Lease, Sept. 2, 1981	7.0612
5	Lsd. 13-24-1-26 WPM (1/4th)	P&NG Lease, Sept. 2, 1981	6.8122
6	Lsd. 14-24-1-26 WPM (1/4th)	P&NG Lease, Sept. 2, 1981	4.1850