



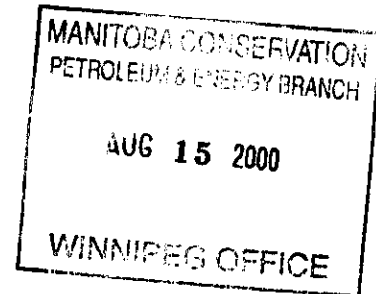
NCE PETROFUND CORP.

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

July 26, 2000

Working Interest Owners
Waskada Unit No. 4

(See attached Addressee List)



RE: Waskada Unit No. 4
Revisions to Unit Agreement Exhibit
NCE File No.: U-00040

Enclosed for your records, please find revised Exhibit A for the Waskada Unit No. 4 wherein the following changes have occurred:

- 1) Corvair Oils Ltd. to Tundra Oil & Gas Ltd.
- 2) The Canada Trust Company to Montreal Trust Company
- 3) Questar Exploration Inc. to Altana Exploration 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 done
P.

EXHIBIT "A"

**Attached to and made part of an Agreement entitled
"Unit Agreement - Waskada Unit No. 4"**

Working Interest Owners

NCE NCE Petrofund Corp.

Royalty Interest Owners

Tundra	Tundra Oil & Gas Ltd.
Bran Van	Bran Van Enterprises Ltd.
Montreal Trust	Montreal Trust Company
MB Crown	Manitoba Energy & Mines Petroleum
D. McGregor	Donald McGregor
G.E. Hainsworth	Gertrude Evelyn Hainsworth
Hainsworth Trust	John Wilfred Hainsworth (in Trust)
Lintus	Lintus Resources Limited
M.D. Allison	Marvin D. Allison
Altana	Altana Exploration Ltd.
Reston	Reston Resources Ltd.
CanNat	CanNat Resources Ltd.
Shannon	Shannon Oils Ltd.
Upton	Upton Resources Inc.

EXHIBIT "A"
Attached to and made part of an Agreement entitled
"Unit Agreement - Waskada Unit No. 4"

Tract No.	Land Description	Excepted Zone	W.I. Owner	W.I. Share %	R.I. Owner	R.I. Share %	Tract Participation
1	14-12-1-26 WPM	Mission Canyon	NCE	100	Montreal Trust (1)	100	1.1689
2	16-11-1-26 WPM	Mission Canyon	NCE	100	MB Crown (2)	100	1.3842
3	4-13-1-26 WPM	Mission Canyon	NCE	100	Tundra D. McGregor (1)	50 50	1.8286
4	3-13-1-26 WPM	Mission Canyon	NCE	100	Tundra D. McGregor (1)	50 50	1.9034
5	2-13-1-26 WPM	Mission Canyon	NCE	100	Tundra D. McGregor (1) Montreal Trust (1)	50 25 25	3.0665
6	1-13-1-26 WPM	Mission Canyon	NCE	100	Tundra D. McGregor (1) Montreal Trust (1)	50 25 25	3.4744
7	8-13-1-26 WPM	Mission Canyon	NCE	100	Tundra D. McGregor (1) Montreal Trust (1)	50 25 25	1.7801
8	7-13-1-26 WPM	Mission Canyon	NCE	100	Tundra D. McGregor (1) Montreal Trust (1)	50 25 25	3.2610

EXHIBIT "A"
Attached to and made part of an Agreement entitled
"Unit Agreement - Waskada Unit No. 4"

Tract No.	Land Description	Excepted Zone	W.I. Owner	W.I Share %	R.I. Owner	R.I. Share %	Tract Participation
9	6-13-1-26 WPM	Mission Canyon	NCE	100	Tundra D. McGregor (1)	50 50	1.9456
10	5-13-1-26 WPM	Mission Canyon	NCE	100	Tundra D. McGregor (1)	50 50	2.0352
11	8-14-1-26 WPM	Mission Canyon	NCE	100	Hainsworth Trust	100	2.4484
12	10-14-1-26 WPM	Mission Canyon	NCE	100	G.E. Hainsworth (1)	100	3.4459
13	9-14-1-26 WPM	Mission Canyon	NCE	100	G.E. Hainsworth (1)	100	2.6651
14	12-13-1-26 WPM	Mission Canyon	NCE	100	Tundra D. McGregor (1)	50 50	1.8680
15	11-13-1-26 WPM	Mission Canyon	NCE	100	Tundra D. McGregor (1)	50 50	2.6703
16	10-13-1-26 WPM	Mission Canyon	NCE	100	Tundra D. McGregor (1) Montreal Trust (1)	50 25 25	2.8791
17	15-13-1-26 WPM	Mission Canyon	NCE	100	Tundra D. McGregor (1) Montreal Trust (1)	50 25 25	3.4752
18	14-13-1-26 WPM	Mission Canyon	NCE	100	Tundra D. McGregor (1)	50 50	2.8756

EXHIBIT "A"
Attached to and made part of an Agreement entitled
"Unit Agreement - Waskada Unit No. 4"

Tract No.	Land Description	Excepted Zone	W.I. Owner	W.I. Share %	R.I. Owner	R.I. Share %	Tract Participation
19	13-13-1-26 WPM	Mission Canyon	NCE	100	Tundra D. McGregor (1)	50 50	2.7258
20	16-14-1-26 WPM	Mission Canyon	NCE	100	G.E. Hainsworth (1)	100	3.2008
21	15-14-1-26 WPM	Mission Canyon	NCE	100	G.E. Hainsworth (1)	100	3.1240
22	2-23-1-26 WPM	Mission Canyon	NCE	100	Hainsworth Trust	100	3.0039
23	1-23-1-26 WPM	Mission Canyon	NCE	100	Hainsworth Trust	100	3.7560
24	4-24-1-26 WPM	Mission Canyon	NCE	100	Bran Van D. McGregor Shannon (4) and Montreal Trust (4)	25 25 50	5.0351
25	3-24-1-26 WPM	Mission Canyon	NCE	100	Bran Van D. McGregor Shannon (4) and Montreal Trust (4)	25 25 50	3.7649
26	2-24-1-26 WPM	Mission Canyon	NCE	100	MB Crown (3)	100	4.0603
27	1-24-1-26 WPM	Mission Canyon	NCE	100	MB Crown (3)	100	3.6786

EXHIBIT "A"
Attached to and made part of an Agreement entitled
"Unit Agreement - Waskada Unit No. 4"

Tract No.	Land Description	Excepted Zone	W.I. Owner	W.I Share %	R.I. Owner	R.I. Share %	Tract Participation
28	8-24-1-26 WPM	Mission Canyon	NCE	100	MB Crown (3)	100	4.0093
29	7-24-1-26 WPM	Mission Canyon	NCE	100	MB Crown (3)	100	4.4039
30	6-24-1-26 WPM	Mission Canyon	NCE	100	Bran Van D. McGregor Shannon (4) and Montreal Trust (4)	25 25 50	3.9644
31	5-24-1-26 WPM	Mission Canyon	NCE	100	Bran Van D. McGregor Shannon (4) and Montreal Trust (4)	25 25 50	3.9819
32	8-23-1-26 WPM	Mission Canyon	NCE	100	Hainsworth Trust	100	4.3373
33	7-23-1-26 WPM	Mission Canyon	NCE	100	Hainsworth Trust	100	2.7783
							100.0000%

NOTES:

- 1) On Tract 1, Tracts 3 through 10 inclusive and Tracts 12 through 21 inclusive, a gross overriding royalty is held by M.D. Allison.
- 2) On Tract 2, there are gross overriding royalties held by CanNat Res and Altana on NCE's interest.
- 3) On Tracts 26, 27, 28 and 29 there are gross overriding royalties held by Reston and Upton.
- 4) On Tracts 24, 25, 30 and 31 there is a gross overriding royalty held by Lintus.

Effective: As of the
Effective Date

Addressee List



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

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

Donald McGregor
Box 33
Waskada, MB R0M 2E0

John Wilfred Hainsworth (In Trust)
Box 433
Deloraine, MB R0M 0M0

Marvin D. Allison
3928 Simms Street
Wheatridge, CO
USA 80033

Reston Resources Ltd.
2311 – 12th Street SW
Calgary, AB T2T 3N7

Shannon Oils Ltd.
PO Box 1111
Regina, SK S4P 3B2

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

Bran Van Enterprises Ltd.
3426 West 11th Avenue
Vancouver, BC V6R 2J9

Gertrude Evelyn Hainsworth
20661 River Road
Maple Ridge, BC V2X 0P3

Lintus Resources Limited
1506, 333 – 7th Avenue SW
Calgary, AB T2P Z1

Altana Exploration Ltd.
1300, 311 – 6th Avenue SW
Calgary, AB T2P 3H2

CanNat Resources Ltd.
2000, 425 – 1st Street SW
Calgary, AB T2P 3L8

Upton Resources Inc.
3200, 500 – 4th Avenue SW
Calgary, AB T2P 3L8



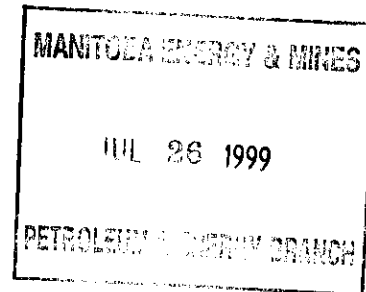
NCE PETROFUND CORP.

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

ROYALTY INTEREST OWNERS
Waskada Unit No. 4
(see attached addressee list)

Re: Waskada Unit No. 4
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

Corvair Oils Ltd.
1111 One Lombard Place
Winnipeg, MB R3B OX4

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

Donald McGregor
Box 33
Waskada, MB R0M 2E0

John Wilfred Hainsworth (In Trust)
Box 433
Deloraine, MB R0M 0M0

Marvin D. Allison
3928 Simms Street
Wheatridge, CO
USA 80033

Reston Resources Ltd.
2311 - 12 Street SW
Calgary, AB T2T 3N7

Shannon Oils Ltd.
PO Box 1111
Regina, SK S4P 3B2

Bran Van Enterprises Ltd.
3426 West 11th Avenue
Vancouver, BC V6R 2J9

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

Gertrude Evelyn Hainsworth
20661 River Road
Maple Ridge, BC V2X 0P3

Lintus Resources Limited
1506, 333 - 7th Avenue SW
Calgary, AB T2P 2Z1

Questar Exploration Inc.
1700, 311 - 6th Avenue SW
Calgary, AB T2P 3H2

CanNat Resources Ltd.
2000, 425 - 1st Street SW
Calgary, AB T2P 3L8

Upton Resources Inc.
3200, 500 - 4th Avenue SW
Calgary, AB T2P 2V6

EXHIBIT "E"

ATTACHED TO AND MADE PART OF "UNIT OPERATING AGREEMENT WASKADA UNIT NO. 4"

Waskada Unit No. 4 14-12-1-26 WPM	Abandoned
Waskada Unit No. 4 1-13-1-26 WPM	
Waskada Unit No. 4 2-13-1-26 WPM	
Waskada Unit No. 4 3-13-1-26 WPM	
Waskada Unit No. 4 4-13-1-26 WPM	Abandoned
Waskada Unit No. 4 WIW 5-13-1-26 WPM	Water Injector
Waskada Unit No. 4 6-13-1-26 WPM	Abandoned
Waskada Unit No. 4 WIW 7-13-1-26 WPM	Water Injector
Waskada Unit No. 4 8-13-1-26 WPM	Abandoned
Waskada Unit No. 4 10-13-1-26 WPM	
Waskada Unit No. 4 11-13-1-26 WPM	
Waskada Unit No. 4 12-13-1-26 WPM	
Waskada Unit No. 4 WIW 13-13-1-26 WPM	Water Injector
Waskada Unit No. 4 14-13-1-26 WPM	
Waskada Unit No. 4 WIW 15-13-1-26 WPM	Water Injector
Waskada Unit No. 4 8-14-1-26 WPM	
Waskada Unit No. 4 9-14-1-26 WPM	Abandoned
Waskada Unit No. 4 WIW 15-14-1-26 WPM	Water Injector
Waskada Unit No. 4 16-14-1-26 WPM	Abandoned
Waskada Unit No. 4 COM 1-23-1-26 WPM	
Waskada Unit No. 4 2-23-1-26 WPM	Abandoned
Waskada Unit No. 4 WIW 7-23-1-26 WPM/02	Water Injector
Waskada Unit No. 4 8-23LAm-1-26 WPM	
Waskada Unit No. 4 02/8A-23-1-26 WPM	Abandoned
Waskada Unit no. 4 Prov. 02/1-24LAm-1-26 WPM	Abandoned
Waskada Unit no. 4 Prov. 2-24-1-26 WPM	
Waskada Unit No. 4 3-24-1-26 WPM	
Waskada Unit No. 4 CO/3C-24-1-26 WPM	
Waskada Unit No. 4 4-24-1-26 WPM	
Waskada Unit No. 4 DIR CO/4C-24-1-26 WPM	
Waskada Unit No. 4 WIW 5-24-1-26 WPM	Water Injector
Waskada Unit No. 4 6-24-1-26 WPM	
Waskada Unit No. 4 AO/6A-24-1-26 WPM	
Waskada Unit No. 4 Prov. WIW 7-24-1-26 WPM	Water Injector
Waskada Unit No. 4 Prov. 02/8-24LAm-1-26 WPM	

Revision No. 3
1999-05-17



*Checked
Waskada #3
changed only*

NCE PETROFUND CORP.

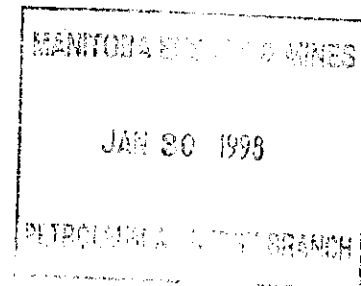
2300 CANADA TRUST TOWER, 421-7th AVE. S.W., CALGARY, ALBERTA, CANADA T2P 4K9 TELEPHONE (403) 218-8625 FAX (403) 269-5858

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. 4"

Working Interest Owners

NCE

NCE Petrofund Corp.

no share

Royalty Interest Owners

P.

Corvair
Bran Van
Canada Trust
MB Crown
D. McGregor
G.E. Hainsworth
Hainsworth Trust
Lintus
M.D. Allison
Questar
Reston
CanNat
Shannon
Upton

Corvair Oils Ltd.
Bran Van Enterprises Ltd.
The Canada Trust Company
Manitoba Energy & Mines Petroleum
Donald McGregor
Gertrude Evelyn Hainsworth
John Wilfred Hainsworth (in Trust)
Lintus Resources Limited
Marvin D. Allison
Questar Exploration Inc.
Reston Resources Ltd.
CanNat Resources Ltd.
Shannon Oils Ltd.
Upton Resources Inc.

EXHIBIT "A"

Tract No.	Land Description	Excepted Zone	W.I. Owner	W.I. Share %	R.I. Owner	R.I. Share %	Tract Participation
1	14-12-1-26 WPM	Mission Canyon	NCE	100	Canada Trust (1)	100	1.1689
2	16-11-1-26 WPM	Mission Canyon	NCE	100	MB Crown (2)	100	1.3842
3	4-13-1-26 WPM	Mission Canyon	NCE	100	Corvair D. McGregor (1)	50 50	1.8286
4	3-13-1-26 WPM	Mission Canyon	NCE	100	Corvair D. McGregor (1)	50 50	1.9034
5	2-13-1-26 WPM	Mission Canyon	NCE	100	Corvair D. McGregor (1) Canada Trust (1)	50 25 25	3.0665
6	1-13-1-26 WPM	Mission Canyon	NCE	100	Corvair D. McGregor (1) Canada Trust (1)	50 25 25	3.4744
7	8-13-1-26 WPM	Mission Canyon	NCE	100	Corvair D. McGregor (1) Canada Trust (1)	50 25 25	1.7801
8	7-13-1-26 WPM	Mission Canyon	NCE	100	Corvair D. McGregor (1) Canada Trust (1)	50 25 25	3.2610

Tract No.	Land Description	Excepted Zone	W.I. Owner	W.I. Share %	R.I. Owner	R.I. Share %	Tract Participation
9	6-13-1-26 WPM	Mission Canyon	NCE	100	Corvair D. McGregor (1)	50 50	1.9456
10	5-13-1-26 WPM	Mission Canyon	NCE	100	Corvair D. McGregor (1)	50 50	2.0352
11	8-14-1-26 WPM	Mission Canyon	NCE	100	Hainsworth Trust	100	2.4484
12	10-14-1-26 WPM	Mission Canyon	NCE	100	G.E. Hainsworth (1)	100	3.4459
13	9-14-1-26 WPM	Mission Canyon	NCE	100	G.E. Hainsworth (1)	100	2.6651
14	12-13-1-26 WPM	Mission Canyon	NCE	100	Corvair D. McGregor (1)	50 50	1.8680
15	11-13-1-26 WPM	Mission Canyon	NCE	100	Corvair D. McGregor (1)	50 50	2.6703
16	10-13-1-26 WPM	Mission Canyon	NCE	100	Corvair D. McGregor (1) Canada Trust (1)	50 25 25	2.8791
17	15-13-1-26 WPM	Mission Canyon	NCE	100	Corvair D. McGregor (1) Canada Trust (1)	50 25 25	3.4752
18	14-13-1-26 WPM	Mission Canyon	NCE	100	Corvair D. McGregor (1)	50 50	2.8756

Tract No.	Land Description	Excepted Zone	W.I. Owner	W.I Share %	R.I. Owner	R.I. Share %	Tract Participation
19	13-13-1-26 WPM	Mission Canyon	NCE	100	Corvair D. McGregor (1)	50 50	2.7258
20	16-14-1-26 WPM	Mission Canyon	NCE	100	G.E. Hainsworth (1)	100	3.2008
21	15-14-1-26 WPM	Mission Canyon	NCE	100	G.E. Hainsworth (1)	100	3.1240
22	2-23-1-26 WPM	Mission Canyon	NCE	100	Hainsworth Trust	100	3.0039
23	1-23-1-26 WPM	Mission Canyon	NCE	100	Hainsworth Trust	100	3.7560
24	4-24-1-26 WPM	Mission Canyon	NCE	100	Bran Van D. McGregor Shannon (4) and Canada Trust (4)	25 25 50	5.0351
25	3-24-1-26 WPM	Mission Canyon	NCE	100	Bran Van D. McGregor Shannon (4) and Canada Trust (4)	25 25 50	3.7649
26	2-24-1-26 WPM	Mission Canyon	NCE	100	MB Crown (3)	100	4.0603
27	1-24-1-26 WPM	Mission Canyon	NCE	100	MB Crown (3)	100	3.6786

Tract No.	Land Description	Excepted Zone	W.I. Owner	W.I Share %	R.I. Owner	R.I. Share %	Tract Participation
28	8-24-1-26 WPM	Mission Canyon	NCE	100	MB Crown (3)	100	4.0093
29	7-24-1-26 WPM	Mission Canyon	NCE	100	MB Crown (3)	100	4.4039
30	6-24-1-26 WPM	Mission Canyon	NCE	100	Bran Van D. McGregor Shannon (4) and Canada Trust (4)	25 25 50	3.9644
31	5-24-1-26 WPM	Mission Canyon	NCE	100	Bran Van D. McGregor Shannon (4) and Canada Trust (4)	25 25 50	3.9819
32	8-23-1-26 WPM	Mission Canyon	NCE	100	Hainsworth Trust	100	4.3373
33	7-23-1-26 WPM	Mission Canyon	NCE	100	Hainsworth Trust	100	2.7783
							100.0000%

NOTES:

- 1) On Tract 1, Tracts 3 through 10 inclusive and Tracts 12 through 21 inclusive, a gross overriding royalty is held by M.D. Allison.
- 2) On Tract 2, there are gross overriding royalties held by CanNat Res and Questar on NCE's interest.
- 3) On Tracts 26, 27, 28 and 29 there are gross overriding royalties held by Reston and Upton.
- 4) On Tracts 24, 25, 30 and 31 there is a gross overriding royalty held by Lintus.

Effective: As of the
Effective Date

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:

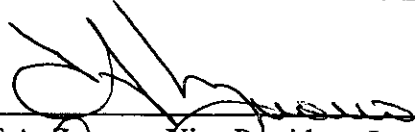
NCE PETROFUND CORP.
2300 Canada Trust Tower
421 - 7th Avenue S.W.
Calgary, Alberta
T2P 4K9

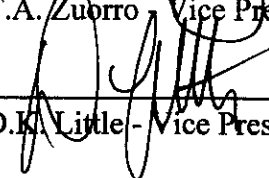
6. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

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.**

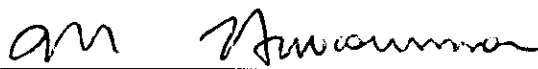


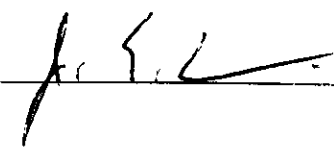
T.A. Zuorro, Vice President, Land


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