

## SPECIFIC CONVEYANCE

**THIS AGREEMENT** made as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BETWEEN:**

**VENDOR**, a body corporate, having an office in the City of \_\_\_\_\_,  
in the Province of Alberta (hereinafter referred to as "Vendor")

OF THE FIRST PART

- and -

**PURCHASER**, a general partnership, having an office in the City of \_\_\_\_\_,  
in the Province of Alberta (hereinafter referred to as  
"Purchaser")

OF THE SECOND PART

**WHEREAS** Vendor is a party to or is a successor in interest to parties to the agreement or agreements ("Said Agreement") as set forth and described in Schedule "A" attached hereto and made a part hereof; and

**WHEREAS** by an Agreement of Purchase and Sale dated \_\_\_\_\_ (the "Sale Agreement") and effective \_\_\_\_\_ (the "Effective Date"), Purchaser agreed to purchase and Vendor agreed to sell Vendor's interest in certain lands, leases and related rights, units and facilities (the "Sold Assets"), all as more particularly described in the Sale Agreement; and

**WHEREAS** among the Sold Assets conveyed to Purchaser under the Sale Agreement is all or a portion of Vendor's interest in and to the Said Agreement (the interest acquired by Purchaser is set forth and described in Schedule "A" and is hereinafter referred to as the "Assigned Interest").

**NOW THEREFORE THIS AGREEMENT WITNESSES** that for the consideration provided in the Sale Agreement and in consideration of the covenants and agreements contained within this Agreement, the parties hereto covenant and agree as follows:

1. Vendor hereby assigns and conveys to Purchaser the Assigned Interest, to have and to hold the same unto Purchaser for its sole use and benefit absolutely, subject to the covenants, conditions and stipulations contained in the Said Agreement as the same pertain to the Assigned Interest and on the holder's part thereunder to be performed and observed.
2. Possession of and title of the Assigned Interest passed to Purchaser on \_\_\_\_\_ (the "Closing Date") and, for all other purposes, the transfer and assignment of the Assigned Interest was effective as of \_\_\_\_\_, \_\_\_\_\_, time, on the Effective Date.
3. On or after the Closing Date, Purchaser shall be liable for, and shall perform as they come due, all obligations in respect of the Assigned Interest accruing on and after the Effective Date.
4. This Agreement is executed and delivered by the parties hereto pursuant to and for the purposes of the provisions of the Sale Agreement and the provisions of the Sale Agreement shall prevail and govern in the event of a conflict between the provisions of the Sale Agreement and this Agreement.

**THIS IS A 3-PAGE FORM.**