

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: