

# ASSIGNMENT AGREEMENT

THIS AGREEMENT dated the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BETWEEN:

**ASSIGNOR**, a body corporate, having an office at the City of \_\_\_\_\_, in the Province of Alberta (hereinafter called the "Assignor")

OF THE FIRST PART

- and -

**ASSIGNEE**, a body corporate, having an office at the City of \_\_\_\_\_, in the Province of Alberta (hereinafter called the "Assignee")

OF THE SECOND PART

WHEREAS the Assignor is a party to or successor in interest to a party to the agreement or agreements described and set forth in Schedule "A" hereto (such agreement or agreements, including all amendments thereto, if any, hereinafter called the "Agreement" regardless of whether there be more than one of them, but if more than one, then such reference shall be collective);

WHEREAS under and by virtue of a \_\_\_\_ Agreement, the Assignor has agreed with the Assignee to assign all of the right, title and interest of the Assignor in and to the Agreement effective the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (hereinafter called the "Effective Date") and from the Effective Date the Assignee has agreed to assume all of the liabilities and obligations of the Assignor thereunder.

NOW THEREFORE in consideration of the mutual premises and covenants hereinafter contained, the parties hereto 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 Agreement together with all benefit and advantage to be derived therefrom TO HAVE AND TO HOLD the same for its sole use and benefit, subject to the terms of the Agreement.
2. The Assignee accepts the within assignment and covenants and agrees with the Assignor at all times from and after the Effective Date to perform and observe the terms, conditions and obligations contained in the Agreement which were previously to have been performed and observed by the Assignor; PROVIDED THAT nothing herein contained shall be construed as a release of the Assignor from any obligations or liabilities under the Agreement, which obligations or liabilities accrued prior to the Effective Date.
3. The Assignee expressly acknowledges that in all matters relating to the Agreement subsequent to the Effective Date and prior to the delivery of this Agreement, including but not limited to all accounting, conduct of operations and disposition of production, the Assignor has been acting as trustee for and as the duly authorized agent of the Assignee, and the Assignee hereby expressly ratifies, adopts and confirms 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.

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