

## PARTIAL ASSIGNMENT

( \_\_\_\_\_ Area, \_\_\_\_\_ )

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

**BETWEEN:**

**ASSIGNOR**, a body corporate, with an office in the City of \_\_\_\_\_,  
in the Province of Alberta (hereinafter referred to as "Assignor")

OF THE FIRST PART

- and -

**ASSIGNEE**, a body corporate, with an office in the City of \_\_\_\_\_,  
in the Province of Alberta (hereinafter referred to as "Assignee")

OF THE SECOND PART

**WHEREAS** the Assignor is a party to or successor in interest to a party to that certain agreement(s) as more particularly described in Schedule "A" hereto (such agreement(s) including all amendments thereto, if any, hereinafter referred to as the "Agreement" whether there be one or more than one described in Schedule "A" hereto); and

**WHEREAS** the Assignor has agreed with the Assignee to assign its interest in the Agreement, insofar as it relates to the lands identified in Schedule "A" hereto (hereinafter referred to as the "Assigned Lands") to the Assignee in the manner and upon the terms and conditions set forth in an Asset Exchange Agreement made effective as of  between the Assignor and Assignee (hereinafter referred to as the "Sale Agreement").

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that, in consideration of the mutual premises and covenants hereinafter contained, the parties hereto agree as follows:

1. Effective the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ ("Effective Date"), the Assignor hereby assigns, transfers, sets over and conveys unto the Assignee, its right, title and interest in and to the Agreement, as it relates to the Assigned Lands together with all benefit and advantage to be derived therefrom, TO HAVE AND TO HOLD the same for its dole use and benefit, subject to the terms and conditions of the Agreement.
2. The Assignee hereby agrees with the Assignor that nothing herein, express or implied, shall operate to have effect as any warranty, representation, or guarantee of title or covenant of title on the part of the Assignor except that the presentations and warranties contained in the Sale Agreement shall apply hereto for the period provided in the Sale Agreement.
3. Effective as of the Effective Date, 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.
4. The Assignor and Assignee will each from time to time, and at all times hereafter, at the request and cost of the other, do and perform all such acts and things, and execute all such assurances, deeds, documents and writings with respect to the Agreement as the other may reasonably require in order to carry out the intent of this Agreement.

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