

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.