

ASSIGNMENT AND NOVATION AGREEMENT

THIS AGREEMENT dated as of the ____ day of _____, _____.

AMONG:

XXX, a body corporate, having an office in the City of _____ in the Province of Alberta (hereinafter called the "Assignor")

OF THE FIRST PART

- and -

XXX, a body corporate, having an office in the City of _____ in the Province of Alberta (hereinafter called the "Assignee")

OF THE SECOND PART

- and -

THE BODY OR BODIES CORPORATE, PARTNERSHIPS OR INDIVIDUALS identified as "Third Party" in Schedule "A" attached hereto (hereinafter collectively called the "Third Party")

OF THE THIRD PART

WHEREAS the Assignor and the Third Party are parties to, or successors in interest to the parties to, a certain agreement or agreements described and set forth in Schedule "A" attached hereto (such agreement or agreements, including all amendments thereto, if any, being hereinafter called the "Said Agreement" regardless of whether there be more than one of them, but if more than one, then such reference shall be collective); and

WHEREAS the Assignor wishes to assign its entire right, title, and interest under the Said Agreement (hereinafter called the "Assigned Interest") to the Assignee and to novate the Assignee to the extent of such Assigned Interest as a party to the Said Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the premises and the mutual covenants and agreements herein set forth, the parties agree as follows:

1. The Assignor does hereby transfer, assign and convey unto the Assignee as of _____ (hereinafter called the "Effective Date") the Assigned Interest and all benefit and advantage derived or to be derived therefrom, to have and to hold the same unto the Assignee absolutely, subject to the observance and performance by the Assignee of the terms, conditions and obligations contained in the Said Agreement insofar as they relate to the right, title, and interest transferred, assigned and conveyed.
2. The Assignee hereby accepts this transfer, assignment and conveyance and covenants and agrees with the Third Party that it shall at all times from and after the Effective Date be bound by, observe and perform all the terms, conditions and obligations to be observed and performed by the Assignor under the Said Agreement, insofar as they relate to the Assigned Interest, to the same extent as if the Assignee had been party thereto in the place and stead of the Assignor.
3. The Third Party does hereby,
 - a. consent to the said transfer, assignment, and conveyance by the Assignor of the Said Agreement to the Assignee;
 - b. release and discharge the Assignor of and from the observance and performance of its terms, conditions and obligations under the Said Agreement from and after the Effective Date; PROVIDED THAT nothing herein contained shall be construed as a release of the Assignor from any obligations or liabilities under the Said Agreement, which obligations

or liabilities have accrued prior to the Effective Date, saving and excepting only any obligation to give notice to the Third Party of such disposition by the Assignor to the Assignee, and the Third Party, by its execution hereof, expressly consents to such disposition;

THIS IS A 4-PAGE FORM.