

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT made effective as of 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 or parties to the agreement or agreements, including all amendments, if any thereto, described and set forth in Schedule "A" hereto (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 under an Agreement of Purchase and Sale in writing dated effective the ____ day of _____, _____, including all amendments, if any thereto, and made between the Assignor and the Assignee, the Assignor agreed to assign unto the Assignee one hundred per cent (100%) of its interest in the said Agreement as of the effective date.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, all the parties hereto agree as follows:

1. The Assignor hereby assigns, transfers, sets over and conveys unto the Assignee as of the ____ day of _____, _____ (hereinafter called the "effective date"), one hundred per cent (100%) of its right, title and interest in and to the said Agreement, to have and to hold the same unto the Assignee, subject to the observance and performance of all covenants and agreements in the said Agreement to the extent of the Assignee's said interest.
2. The Assignee hereby accepts the aforesaid assignment to it and covenants and agrees that from and after the effective date, it will be bound by, observe and perform, carry out and fulfil all covenants and agreements required to be observed and performed by the Assignor to the extent of its aforesaid interest to the same extent as if it had been named a party thereto in the first instance.
3. The Assignor shall, from time to time and at all times hereinafter, at the request and cost of Assignee, execute such further assurances and do all such acts and things as may be reasonably required for the purpose of vesting in the Assignee the rights of the Assignor in the said Agreement hereby assigned.

THIS IS A 3-PAGE FORM.