

# JOINT OPERATING AGREEMENT

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

## **BETWEEN:**

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

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS the parties hereto are the holders of certain interests in the joint lands; and

WHEREAS the parties hereto wish to provide for the operation and maintenance of the title documents and the joint lands as and from the Effective Date hereof.

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

## 1.00 DEFINITIONS

In this Agreement, including the premises, unless the context otherwise requires, the definitions contained in Clause 101 of the Operating Procedure shall apply hereto.

## 2.00 SCHEDULES

All Schedules attached hereto are incorporated herein by reference as fully as though contained in the body hereof. The said Schedules are:

- (a) Schedule "A" which sets forth and describes the title documents and joint lands;
- (b) Schedule "B" which is the Operating Procedure with the Accounting Procedure annexed thereto; and
- (c) Schedule "C" which is the Assignment Procedure.

## 3.00 INTERPRETATION

- (a) The headings of all clauses of this Agreement are inserted for convenience of reference only and shall not be used in construing or interpreting any provisions hereof.
- (b) Whenever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural or feminine or body politic or corporate and vice versa as the context or reference to the parties may require.

- (c) The terms of this Agreement express and constitute the entire agreement among the parties. No implied covenant or liability is created or shall arise by reason of this Agreement or anything herein contained.
- (d) In the event of any conflict or inconsistency between the provisions of this Agreement and those of the Operating Procedure, the provisions of this Agreement shall prevail. If any term or condition of this Agreement conflicts with a term or condition of any of the title documents, then such term or condition of the title documents shall prevail and this Agreement shall be deemed to be amended accordingly.
- (e) This Agreement, the Operating Procedure and the relationship between the parties shall be construed and determined according to the laws of the Province of Alberta and the courts having exclusive jurisdiction with respect to any matters or thing arising or indirectly relative to this Agreement or to the Operating Procedure shall be the courts of the Province of Alberta.
- (f) This Agreement supersedes and replaces all other Agreements, documents, writings and verbal understandings between the parties hereto relating to the joint lands and the title documents.
- (g) This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.

#### 4.00 EFFECTIVE DATE

Notwithstanding the date upon which this Agreement is executed, this Agreement shall be effective the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (referred to herein as the "Effective Date"), and shall in all respects be construed and interpreted as if executed and delivered by the parties hereto on such date.

#### 5.00 OPERATING PROCEDURE

The parties hereto agree that the Operating Procedure as amended by this Agreement governs the relationship of the parties hereto and applies to all operations conducted with respect to the exploration, development and maintenance of the joint lands for the production of petroleum substances.

**THIS IS A 6-PAGE FORM.**