

ASSIGNMENT OF SURFACE LEASE

THIS AGREEMENT made 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 the holder of certain rights under and by virtue of a certain instrument or certain instruments in writing (hereinafter referred to as the "Instruments", which reference shall mean the singular or the plural, as the context may require) relating to the lands set forth in the Instruments (hereinafter called the "Lands"), all as more particularly set forth and described in Schedule "A" attached to and forming part of this Assignment; and

WHEREAS the Assignor does hereby assign the said Instruments and all of its rights thereunder to the Assignee on terms and conditions herein set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the payment of One Dollar (\$1.00) paid by the Assignee to the Assignor (receipt whereof is hereby acknowledged), the parties hereto agree as follows:

1. The Assignor hereby transfers, assigns, sets over and conveys unto the Assignee, effective as of (hereinafter referred to as the "Effective Date"), all of its right, title, estate and interest in and to the said Instruments, together with its entire interest thereunder, TO HAVE AND TO HOLD the same unto the Assignor from and after the Effective Date for the residue of the terms of the same Instruments and any renewals or extensions thereof for its sole use and benefit absolutely, subject, however, to payment of the rents and the performance and observance of the covenants, conditions and stipulations in the said Instruments reserved and contained.
2. The Assignor hereby covenants and agrees that it will at all times hereafter indemnify and keep indemnified the Assignee from and against all persons claiming by, through or under the Assignor in respect of the said Instruments.

THIS IS A 3-PAGE FORM.