**ASSIGNMENT AND NOVATION AND AMENDING AGREEMENT**

**<<Optional Clauses 6 & 13>>**

**THIS ASSIGNMENT AND NOVATION AGREEMENT** dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**AMONG:**

**COMPANY ONE**, a body corporate, having an office in the City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

in the Province of \_\_\_\_\_\_\_\_\_\_ ("**Assignor**")

‑ and ‑

**COMPANY TWO**, a general partnership, having an office in the City of \_\_\_\_\_\_\_\_\_\_, in the Province of \_\_\_\_\_\_\_\_\_\_ ("**Assignee**")

‑ and ‑

The party or parties hereinafter identified as Third Party ("**Third Party**")

**RECITALS:**

1. Assignor and the Third Party are parties to or successors in interest to parties to the agreement as described in the attached Schedule "A" together with amendments, if any, (the "**Master** **Agreement**").
2. Pursuant to an agreement dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ between Assignor and Assignee,Assignoragreed to convey to the Assignee, an interest in the Master Agreement as described in the attached Schedule "A" (the "**Assigned Interest**").
3. The Third Party has agreed to recognize and accept the Assignee as a party to the Master Agreement to the extent of the Assigned Interest, and to provide for a release and discharge of the Assignor as a party to the Master Agreement to the extent of the Assigned Interest, as of the Effective Date.

In consideration of the mutual premises and agreements contained herein, the parties agree as follows:

1. Assignor assigns, transfers, and conveys to the Assignee, the Assigned Interest in and to the Master Agreement, to have and to hold the same unto the Assignee for its sole use and benefit absolutely, effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "**Effective Date**").
2. Assignee accepts such assignment, transfer, and conveyance of the Assigned Interest and covenants and agrees, as of the Effective Date, to be bound by, observe, carry out, perform and fulfill all of the covenants, conditions, obligations and liabilities of the Assignor under the Master Agreement insofar as such covenants, conditions, obligations and liabilities relate to the Assigned Interest, to the same extent and effect as though the Assignee had been cited as a party in place of the Assignor in and to the Master Agreement to the extent of the Assigned Interest.
3. The Third Party:
   1. consents to the assignment herein provided;
   2. covenants and agrees to accept the Assignee as a party to the Master Agreement as of the Effective Date, and that the Assignee shall be entitled to, with respect to the Assigned Interest: (i) hold and enforce all of the rights, benefits and privileges of the Assignor; and (ii) perform all of the covenants and obligations of the Assignor; and
   3. releases, relieves and discharges the Assignor from all covenants, obligations and liabilities accruing on its part under the Master Agreement, with respect to the Assigned Interest, as of the Effective Date;

provided, however, that nothing herein contained shall be construed as releasing, relieving or discharging the Assignor from any covenants, obligations or liabilities accruing on its part under the Master Agreement, with respect to the Assigned Interest, prior to the Effective Date (other than any notice obligations whatsoever relating thereto), or as rendering the Assignee liable for any such covenants, obligations or liabilities.

1. The Third Party consents to such disposition and waives any and all prior or pre-emptive rights (if any), rights to purchase, rights of first refusal and rights to restrict (or to require consent to) assignments or dispositions with respect to the Assignee acquiring the Assigned Interest and discharging the Assignor of same.
2. For the benefit of Third Party only:
   1. Assignee acknowledges that in all matters relating to the Master Agreement with respect to the Assigned Interest, subsequent to the Effective Date and prior to the delivery of a fully executed copy of this agreement to Third Party, including but not limited to all accounting, conduct of operations and disposition of production thereunder, Assignor has been acting as trustee for and duly authorized agent of Assignee; and
   2. Assignee ratifies, adopts and confirms acts or omissions of Assignor in its capacity as trustee and agent, to the end that all such acts or omissions shall be construed as having been made or done by Assignee.
3. In the event that the Assignor is presently the operator under the Master Agreement, the Assignee and the Third Party hereby appoint the Assignee as the operator in the place and stead of the Assignor from and after the Effective Date. The parties hereto waive any rights which they may have under the Master Agreement to conduct an audit upon any change of operator effected by this agreement. [**Optional Provision**]
4. This agreement shall not merge with, supersede, or extinguish the provisions of any other agreements effecting the transfer of the Assigned Interest from the Assignor to the Assignee under the Master Agreement.
5. The Master Agreement shall continue in full force and effect as of the Effective Date with the Assignee made a party to the Master Agreement in respect of the Assigned Interest and as so amended is ratified and confirmed by each party.
6. The address of Assignee for notices under the Master Agreement shall be:

COMPANY TWO

Address

City, Province, Postal Code

Attention: Land Department

1. Each of the parties shall from time to time and at all times hereafter do and perform all such further acts, and execute and deliver all such further assignments, notices, releases, confirmations and other documents and instruments, as may reasonably be requested by any other party to more fully evidence, effect or confirm the assignment and novation hereby contemplated.
2. This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
3. This agreement may be executed in any number of counterparts, including, but not limited to facsimile or [Optional: electronic document format], and when each party has executed a counterpart execution page, all counterparts taken together shall constitute one and the same agreement.
4. Effective as of the Effective Date, the Master Agreement is hereby amended to incorporate the 1993 CAPL Assignment Procedure and to the extent necessary to give full effect to the Assignment Procedure. Except for the aforesaid amendments, the Master Agreement shall continue in full force and effect and is ratified and confirmed by each party.

The parties have executed this agreement as of the date first written above.

Assignor: Assignee:

**COMPANY ONE COMPANY TWO**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name, Title Name, Title

The Execution Page for an Assignment and Novation and Amending Agreement dated \_\_\_\_\_\_\_\_ among **COMPANY ONE** as Assignor, **COMPANY TWO** as Assignee and the Third Party

**THE COUNTERPART EXECUTION PAGE TO AN ASSIGNMENT AND NOVATION AGREEMENT DATED \_\_\_\_\_\_\_\_\_\_ AMONG COMPANY ONE, AS ASSIGNOR, COMPANY TWO, AS ASSIGNEE AND THIRD PARTY.**

**THIRD PARTY**

**XXXXX**

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**SCHEDULE "A"**

**TO AN ASSIGNMENT AND NOVATION AND AMENDING AGREEMENT DATED \_\_\_\_\_\_\_\_\_\_ AMONG COMPANY ONE, AS ASSIGNOR, COMPANY TWO, AS ASSIGNEE AND THIRD PARTY.**

**MASTER AGREEMENT**

\_\_\_\_\_\_\_\_\_\_\_ Agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_ between / among

**ASSIGNED INTEREST**

Assignor's \_\_\_\_\_% interest in:

TWP \_\_\_ RGE \_\_\_ W\_\_M Sec \_\_\_\_

Rights

**Third PartY**