**ASSIGNMENT AGREEMENT**

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

**BETWEEN/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**")

**RECITALS:**

1. Assignor is a party to or successor in interest to a party 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**").

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. 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.
4. 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.
5. 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 contemplated herein.
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.

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

Assignor: Assignee:

**COMPANY ONE COMPANY TWO**

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

Name, Title Name, Title

Execution Page for an Assignment Agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ between/among Company One as Assignor and Company Two as Assignee.

**SCHEDULE "A"**

**TO AN ASSIGNMENT AGREEMENT DATED \_\_\_\_\_\_\_\_\_\_ BETWEEN/AMONG COMPANY ONE, AS ASSIGNOR, COMPANY TWO, AS ASSIGNEE.**

**MASTER AGREEMENT**

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

**ASSIGNED INTEREST**

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

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

Rights