APPENDIX V
ASSIGNMENT OF MINERAL LEASE
(Lessee Interest)

THIS ASSIGNMENT AGREEMENT ("Assignment") made as of day of , 20 (the "Effective Date").

AMONG:

, a body corporate, having an office in the City of Calgary, in the Province of Alberta (hereinafter referred to as "Assignor")

and

, a body corporate, having an office in the City of Calgary, in the Province of Alberta (hereinafter referred to as "Assignee")

and

Choose an item., (hereinafter referred to as "Third Party")

Assignor is the holder of an interest as lessee in the Lease(s) (hereinafter called the "Lease(s)") as set forth on Schedule "A" attached to this Assignment and made a part of this Assignment.

Assignor is prepared to assign an interest in the Lease(s) to Assignee on the terms and conditions set out in this Assignment;

Third Party, as lessor of the Lease(s), is prepared to consent to this assignment on the terms and conditions contained in this Assignment;

In consideration of the mutual covenants and agreements contained in this Assignment and the Lease terms, the parties to this Assignment agree as follows;

1. Assignor hereby assigns to Assignee Choose an item. in the Lease(s) (hereinafter called the "Assigned Interest"), as described in Schedule "A", as of the Effective Date.

2. Third Party shall be entitled, at its sole and absolute discretion, to amend Schedule "A" without the consent of Assignor or Assignee by deleting any Lease(s) referenced in Schedule "A" that:
   a. is erroneously or incorrectly scheduled; or
   b. Lessor is reasonably withholding its consent.

   Notwithstanding execution of this Assignment by both Assignor and Assignee, the Assigned Interest shall be deemed to be amended and Assignor and Assignee shall be deemed to have accepted those amendments. Any Lease(s) deleted from Schedule "A" may be assigned separately under a new assignment.

3. Assignee hereby accepts the assignment to it of the Assigned Interest, as amended pursuant to clause 2, and agrees with Third Party that it shall be bound by, observe and perform the duties and obligations of Assignor under the Lease(s) IN PLACE OF AND INSTEAD OF Assignor, insofar as they relate to the Assigned Interest as amended pursuant to clause 2.

4. Third Party, by its execution of this Assignment, hereby accepts Assignee in place of and instead of Assignor in the Lease(s) and releases and discharges Assignor from observance and performance of the covenants and obligations under the Lease(s) that commence on and after the Effective Date, insofar as they relate to the Assigned Interest as amended pursuant to clause 2.

5. Third Party's acceptance of the Assignee shall not be construed as a release or a waiver of any obligation or liability of Assignor to Third Party under the Lease(s) that:
   a. relates to anything other than the Assigned Interest; or
   b. relates to the Assigned Interest that accrued prior to the date that Assignee receives or is deemed to receive a fully executed copy of this Assignment from Third Party.

6. If Assignor is designated operator of the Lease(s), Assignor hereby assigns its role as operator of the Lease(s) to Assignee, and Assignee accepts that assignment and confirms that the address provided in clause 9 of this Assignment shall be the address for services of all notices under the Lease(s), effective from and after the date that Assignee receives or is deemed to receive a fully executed copy of this Assignment from Third Party.

7. Nothing contained in this Assignment shall be construed against Lessor as a release or waiver by Assignee of Assignor from any obligation or liabilities under the Lease(s) that accrued prior to the Effective Date.

8. The execution of this Assignment by Third Party shall not be construed as confirmation of the validity of the Lease(s) or compliance with its terms.

9. The address of the Assignee is:

   Attention: _____

10. This Assignment shall enure to the benefit of and be binding upon the parties to this Assignment and their respective successors and permitted assigns.
11. This Assignment may be executed in counterpart and all those counterparts when delivered and taken together shall have the same effect as if all parties to this Assignment had executed one document.

Assignor, Assignee and Third Party have executed this Assignment effective as of the Effective Date.

ASSIGNOR: _____

_____
Per:

ASSIGNEE: _____

_____
Per:

THIRD PARTY: Choose an item.
_____
Company

_____

This is the execution page to an Assignment of Freehold Lease made this day of , 20 among as Assignor, as Assignee and Choose an item. as Third Party.

SCHEDULE "A"

This is Schedule “A” to an Assignment of Freehold Lease made this day of , 20 among as Assignor, as Assignee and Choose an item. as Third Party

Lease(s) Number(s)	**Date** (yyyy-mm-dd)	**Land**	**Lease Type**	**Assigned Interest (%)**