GENERAL CONVEYANCE AGREEMENT

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The effective date of this General Conveyance Agreement (the “Agreement”) is [DATE],

**BETWEEN: [YOUR COMPANY NAME]** (the "Assignor"), a company organised and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

[COMPLETE ADDRESS]

**AND: [COMPANY NAME]** (the "Assignee"), a company organised and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

[COMPLETE ADDRESS]

The Assignor intends to distribute all its assets, property as well as discharge its debts and obligations to give effect to its voluntary dissolution in accordance with the provisions of the laws of [STAE/PROVINCE].

The Assignee is the holder and owner of all of the shares in the stock capital of the Assignor and therefore entitled to receiving the property of the Assignor upon the distribution of its property.

The Assignee has agreed to assume and discharge all debts and obligations of the Assignor;

THEREFORE, the parties agree to the following:

# 1 ASSIGNMENT OF PROPERTY

1.1 The Assignor transfers and assigns all assets of every nature possessed by the Assignor to the Assignee; this takes effect as of the close of business (the “Effective Date”). This transfer and assignation include but is not limited to:

1.1.1 all tangible and intangible property possessed by the Assignor of every kind and wheresoever situate;

that certain emplacement at [ADDRESS] in the City of [CITY], [State/Province] of [STATE/PROVINCE], known and designated as subdivision [NUMBER] of Original Lot number [NUMBER] on the Official Plan and Book of Reference of [CITY];

1.1.2 all obligations, debts or otherwise, accruing due to the Assignor including the full benefit and advantage of all security for such debts.

1.1.3 all existing contracts, leases, agreements and engagements to which the Assignor is a party and by which it is bound;

1.1.4 all cash on hand in banks and all securities (if any) owned by the Assignor; and

* + 1. all other property, assets and rights which the Assignor is or may hereafter be entitled to in connection with the business carried on by it or otherwise;
    2. TO HOLD AND TO HAVE the said hereby sold, transferred, ceded, conveyed and assigned property, assets and rights and all right, title, benefit and interest of the Assignor thereto and therein unto and to the use of the Assignee, its successors and assigns.

# 2 ASSUMPTION OF DEBTS AND OBLIGATIONS

2.1 The Assignee irrevocably assumes and agrees to discharge all debts and obligations of the Assignor and also agrees to take responsibility for all expenses in connection with the dissolution of the Assignor.

# 3 FURTHER ASSURANCES

3.1 Upon reasonable request of the Assignee, the Assignor agrees to transfer further information, documents, conveyances or other property that may be required to confirm with this Agreement.

3.2 The Assignor irrevocably appoints the Assignee as its attorney to sign and execute on behalf of the Assignor all deeds, documents and assurances and to do all acts and things necessary or advisable for the purpose of vesting in the Assignor. The Assignor irrevocably appoints any officer or director of the Assignee its attorney to give or grant acquittances, releases, receipts, discharges, or quittances, with or without consideration, and, where same is required, to request any registrar to radiate or discharge any charges.

* 1. The Assignor hereby declares that as to any property and assets or interest in any property or assets of the Assignor intended to be sold, transferred and assigned to the Assignee hereby and the title to which may not have passed to the Assignee by virtue of this Agreement or any transfers or conveyances which may from time to time be executed and delivered in pursuance hereof, the Assignor holds the same in trust for the Assignee, to convey, assign and transfer the same as the Assignee may from time to time direct.
  2. As to any contracts, deeds, agreements or instruments that are not assignable without the consent of another party or which require notice of assignment, to the extent that an assignment effective at the Effective Date (as defined hereinbelow) cannot be effected, this Agreement shall constitute an assignment thereof subject to obtaining the necessary consents or to providing the required notices, and the Assignor holds same in trust for the Assignee until such time as the assignment is completed.

# 4 EFFECTIVE DATE

4.1 The assignment of property and the assumption of liabilities provided for herein shall take effect and shall be deemed to take effect on [DATE] (the “Effective Date”).

# 5 MISCELLANEOUS

5.1 The provisions of this Agreement shall accrue to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns and each and every person so bound shall make, execute and deliver all documents necessary to carry out this Agreement, provided that neither party may assign any right or obligation arising hereunder without the prior written consent of the other party thereto.

5.2 This Agreement and the interpretation and enforcement thereof shall be governed by and in accordance with the laws of the [State/Province] of [STATE/PROVINCE]. The Courts of the [State/Province] of [STATE/PROVINCE] shall have non-exclusive jurisdiction with respect to any matter arising or pertaining to this Agreement.

5.3 Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [PLACE OF EXECUTION] on the date indicated above.

## ASSIGNOR ASSIGNEE

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title