

SPECIFIC ASSIGNMENT OF ACCOUNTS RECEIVABLE

For valuable consideration, receipt of which is hereby acknowledged, the undersigned (hereinafter referred to as the "Assignor") hereby assigns to _____ (the "Assignee") _____ Canadian Dollars (\$_____), which is now due or may hereafter become due to the Assignor, from the Government of the Northwest Territories (hereinafter called the "Debtor") pursuant to contract number CT_____ entered into between the Assignor and the Debtor, and the Assignor hereby requests and directs said Debtor to make payment therefore directly to the Assignee.

The Assignee shall have and is hereby given the right to receive, collect and give receipts due or to become due from said Debtor and to sue for, settle, adjust and compromise all claims to said monies, not exceeding the lesser of the following:

- 1. _____ Canadian Dollars (\$_____); and
- 2. The amount outstanding, owing by the debtor to the Assignor on contract CT_____.

The Assignor appoints _____ as attorney-in-fact for the purpose of carrying out the terms of this Assignment and to take any action whatsoever or execute any instruments necessary to complete the Assignment or in order to give discharge thereof. The undersigned hereby ratifies and confirms all that may be lawfully done by virtue thereof.

The Assignor covenants and agrees with the Assignee that it will:

- (a) obtain from said Debtor any consent to this Assignment which may be necessary; and
- (b) the Assignee reserves the right to request documentation or further Assignments, instruments or documents deemed necessary to complete, perfect and preserve the rights of the Assignee given by this Assignment.

The Assignment is made by the Assignor and accepted by the Assignee completely without prejudice to all other rights and remedies of, to and against the Assignor.

The Assignor and Assignee request that the Debtor make payments in respect of the debt to the Assignee:

- (a) X upon receipt of this authorization; or
- (b) _____ upon receipt of a future demand for payment executed by the Assignee.

As the Comptroller General requires a period of time to review and process a demand for payment referred to in paragraph (b), the Assignee unconditionally authorizes the Debtor to continue payments in respect of the debt to the Assignor for a period not to exceed thirty (30) days after the Comptroller General has received a demand for payment.

IN WITNESS WHEREOF, THIS Assignment has been executed this _____ day of _____, 2007.

(Assignor Company Name)

_____ (witness) _____ (assignor)

Name: _____

Title: _____

I, Mr. Mark Cleveland, Comptroller General, Financial Management Board Secretariat, Government of Northwest Territories, pursuant to subsection 69(4) of the *Financial Administration Act*, R.S.N.W.T. 1988 c. F-4, as amended, hereby consent to the foregoing assignment.

Comptroller General
Financial Management Board Secretariat
Government of the Northwest Territories
