
GENERAL CONVEYANCE

THIS Agreement is made as of October 30, 2015

BETWEEN:

EPCOR WHITE ROCK WATER INC. (INC.NO. BC0756389), a company validly subsisting under the laws of British Columbia and having its head office at 2000 – 10423 101 St. NW, Edmonton, AB T5H 0E8

(the “**Vendor**”)

AND:

CITY OF WHITE ROCK, a municipal corporation validly subsisting under the laws of British Columbia with its municipal hall at 15322 Buena Vista Ave., White Rock, BC V4B 1Y6

(the “**Purchaser**”)

WHEREAS:

- A. The Purchaser and the Vendor are parties to an Asset Purchase Agreement made as of August 28th, 2015 (the “**Purchase Agreement**”) whereby the Vendor has agreed to sell and the Purchaser has agreed to buy certain assets of the Vendor; and
- B. The Purchaser and the Vendor are executing this Agreement pursuant to and subject to the terms of the Purchase Agreement.

THIS AGREEMENT WITNESSES THAT for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the Purchaser and the Vendor agree as follows:

1. Definitions

Unless otherwise defined herein, all terms used in this Agreement will have the meaning ascribed to such terms in the Purchase Agreement.

2. Conveyance

The Vendor hereby transfers, sells, grants, conveys, assigns and sets over unto the Purchaser all of its right, title and interest, in and to the Assets as at and from the Closing Date and with full power and authority to exercise and enforce any right of the Vendor in respect of them.

3. Excluded Assets

For greater certainty, nothing herein shall be construed as a transfer, sale, grant, conveyance, assignment or setting over by the Vendor to the Purchaser of any of the Excluded Assets.

4. Trust

If the estate, right, title, interest and claim of the Vendor in and to the Assets or any of them (the "Interests") are not assignable to the Purchaser (because the Interests are by their terms personal to the Vendor or because the transfer thereof is conditional upon the approval of any other party thereto and such approval has not been obtained as at the Completion Date or because the remedies for enforcement thereof would not pass to the Purchaser as an incident of the same), then the Vendor shall hold the Interests in trust (to the extent not illegal or prohibited by the other party thereto) for the Purchaser and perform the rights in respect of such Interests in its name and at the expense of the Purchaser, and the benefits and all liabilities and burdens derived thereunder shall be for the account of the Purchaser; provided that, where the transfer of such Interests is conditional upon the approval of some other party thereto, such trust shall terminate and the assignment to the Purchaser of the Interests shall become effective immediately upon obtaining the aforementioned approval.

5. Substitution and Subrogation

The conveyance of the Assets to the Purchaser is with full rights of substitution and subrogation of the Purchaser to the fullest extent possible in and to all covenants and warranties by others given or made in respect of the Assets or any part of them.

6. Further Assurances

The Vendor from time to time and at all times hereafter upon every reasonable request of the Purchaser, and without further consideration, will do and perform or cause to be done or performed all such further acts and things, and execute or cause to be executed all such further deeds, documents, writings or other instruments and give all such further assurances as may be required by the Purchaser to carry out effectively the intent and meaning of this Agreement and of the Purchase Agreement.

7. No Superseding or Merger

The provisions contained in this Agreement shall not supersede or merge with any provision contained in the Purchase Agreement, as such may be amended from time to time. The provisions contained in this Agreement shall not merge in any transfer, assignment, novation agreement or other document or instrument issued pursuant to or in connection with this Agreement.

8. General Conveyance Subject to Asset Purchase Agreement

This Agreement is intended to give effect to, and not to enlarge or diminish, the rights and obligations created by the Purchase Agreement. In the event of any conflict between this Agreement and the Purchase Agreement, the Purchase Agreement shall prevail.

9. Governing Law

This Agreement is governed by and will be construed in accordance with the law in force in the province of British Columbia and each party irrevocably agrees that the courts of the province of British Columbia shall have jurisdiction, but not exclusive jurisdiction, with respect to any matter arising out of or in connection with this Agreement.

10. Enurement

This Agreement will enure to the benefit of and be binding upon the successors and permitted assigns of the parties.

10. Counterparts

This Agreement may be executed in any number of counterparts (including counterparts by facsimile), each of which will be deemed to be an original and all of which, taken together, will be deemed to constitute one and the same instrument. Delivery by facsimile or by electronic transmission of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or by electronic transmission shall also deliver an originally executed counterpart of this Agreement, but the failure to deliver an originally executed copy does not affect the validity, enforceability or binding effect of this Agreement.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF this Agreement has been executed by the parties as of the date set out above.

EPCOR WHITE ROCK WATER INC.

Per:



Authorized signatory

Print name: John Elford

Position: Senior Vice President

CITY OF WHITE ROCK

Per:

Mayor

Corporate Officer