

THIS INDENTURE made effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BETWEEN:**

**[VENDOR]**  
of the City of [city], in the [State/Province] of [state/province]  
(the "Vendor")

**OF THE FIRST PART**

- and -

**[PURCHASER]**  
of the City of [city], in the [State/Province] of [state/province]  
(the "Purchaser")

**OF THE SECOND PART**

### **BILL OF SALE**

**WHEREAS:**

- A.** The Vendor has contracted and agreed with the Purchaser for the absolute sale to the Purchaser of the hereinafter described Assets, on the terms and conditions hereinafter set forth;
- B.** The parties hereto are desirous of entering into this present Agreement in order to set forth the respective rights and obligations in regard to the sale as aforesaid;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual covenants and premises herein set forth, the parties hereto mutually covenant and agree as follows:

### **ARTICLE I ASSIGNMENT AND PURCHASE PRICE**

1.01 For the amount of [purchase price] (\$\_\_\_\_\_) **Dollars**, and other good and valuable consideration, (hereinafter called the "Purchase Price", the receipt and sufficiency whereof is hereby acknowledged so that the parties may be forever estopped from asserting anything contrary thereto), the Vendor has bargained, sold, assigned, transferred and set over, and by these presents does bargain, sell, assign, transfer and set over unto the Purchaser:

All and the entirety of the Vendor's interests in and to those assets set forth on Schedule "A" attached hereto and forming part hereof (which interests are hereinafter referred to as the "Assets")

the receipt and sufficiency of which is hereby acknowledged so that the parties may be forever estopped from asserting anything contrary thereto.

The assignment herein contained includes all and the entirety of the right, title, estate, interest, property, claim and demand whatsoever of the Vendor, of, in, to and out of the Assets and every part thereof.

1.02 The Purchase Price shall be allocated as and between the Assets as follows:

Capital Assets:	\$
Goodwill:	\$
<b>TOTAL:</b>	<b>\$</b>

1.03 Each of the parties hereto hereby confirms to the other that it is a G.S.T. registrant and shall together file the appropriate G.S.T. elections for the within transaction, including without limitation, G.S.T. Form 44, to have the within transaction treated as a "wash" transaction.