

THIS INDENTURE made the ____ day of _____, _____.

BETWEEN:

[SPOUSAL TRUST]
of [offshore location]
(the "Vendor")

OF THE FIRST PART

- and -

[PURCHASER]
an individual, of [city], [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 Shares, on the terms and conditions hereinafter set forth;
- B.** The parties hereto are desirous of entering into this 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 CDN\$[purchase price] and other good and valuable consideration, (hereinafter called the "Purchase Price"), the receipt and sufficiency whereof is hereby acknowledged, 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 all of the issued shares of [CORPORATION] (the "Corporation"), being those [number(s) & class(es) of shares] Shares held by the Vendor in the Corporation and any and all other rights, interests or otherwise whatsoever in the Corporation (which shares and interests are hereinafter collectively referred to as the "Shares") the receipt and sufficiency of which is hereby acknowledged so that the parties may be forever estopped from asserting anything contrary thereto.

1.02 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 Shares and every part thereof.

Article II - Quiet Possession

2.01 The Vendor hereby represents and warrants that the Purchaser may hold and enjoy the Shares and every one of them and every part thereof with the appurtenances and all of the right, title and interest of the Vendor thereto and therein aforesaid for its own use and benefit without any lawful interruption of, or by, the Vendor or any other person whomsoever.

Article III - Closing and Effective Date

3.01 The effective time and date of this Agreement is the [effective date] (the "Effective Date").

3.02 Notwithstanding that the closing of this transaction shall occur on the [closing date], the same shall under no circumstances effect the Effective Date or any other aspect of the transaction hereunder.

Article IV - Further Representations and Warranties

4.01 The Vendor hereby warrants and represents that the Shares are free and clear of any mortgages, liens, charges, pledges, security interests or encumbrances or any rights of others to acquire any ownership interest in any of the Shares and the Purchaser may hold and enjoy the same free and clear and absolutely released and discharged of any and all former and other bargains, sales, gifts, grants, titles, charges and encumbrances.