

**THIS AGREEMENT** is dated the day of , 200.

BETWEEN

\_\_\_\_\_

\_\_\_\_\_  
(hereinafter called the "Grantor")

OF THE FIRST PART

AND:

\_\_\_\_\_

\_\_\_\_\_  
(hereinafter called the "Grantee")

OF THE SECOND PART

WHEREAS the Grantor is possessed of the chattels listed in the Schedule hereto ("the Chattels"), and has agreed to sell them to the Grantee, upon the terms set out herein.

NOW THIS TRANSFER WITNESSES:

1 TRANSFER OF CHATTELS

In pursuance of that Agreement, and in consideration of the sum of \_\_\_\_\_  
DOLLARS (\$\_\_\_\_\_) of lawful money of Canada, now paid by the Grantee to the Grantor,  
on delivery of this Transfer (the receipt whereof the Grantor hereby acknowledges), the Grantor  
HEREBY BARGAINS, sells, assigns, transfers and sets over unto the Grantee the Chattels, all of  
which are now in the possession of the Grantor AND all the right, title, interest, property, claim and

demand whatsoever both at law and in equity, or otherwise howsoever, of the Grantor, of, in, to and out of the same; TO HAVE AND TO HOLD the Chattels and their appurtenances, and all the right, title and interest of the Grantor thereto and therein, unto and to the use of the Grantee to and for its sole and only use forever.

## 2 GRANTOR'S COVENANTS FOR TITLE

For the consideration aforesaid, the Grantor HEREBY COVENANTS with the Grantee:

- 2.1 the Grantor is now rightfully and absolutely possessed of and entitled to the Chattels;
- 2.2 the Grantor has good right to assign the Chattels to the Grantee in the manner aforesaid, and according to the true intent and meaning of this Transfer;
- 2.3 the Grantee shall and may from time to time, and at all times hereafter, peaceably and quietly have, hold, possess and enjoy the Chattels to and for its own use and benefit without hindrance, interruption, molestation, claim or demand whatsoever of, from or by the Grantor or any other person;
- 2.4 the Chattels are free and clear of all liens, charges and encumbrances and the Grantee is indemnified by the Grantor from and against all former and other bargains, sales, gifts, grants, liens charges and encumbrances whatsoever;
- 2.5 the Grantor and all persons rightfully claiming, or to claim, any estate, right, title, or interest of, in, or to the Chattels shall from time to time, at the reasonable request and cost of the Grantee, make, do and execute, or cause to be made, done and executed, all such further assurances of the Chattels to the Grantee, according to the true intent and meaning of this Agreement.

3      EXTENDED MEANINGS

This Agreement enures to the benefit of and binds the parties hereto and their respective heirs, executors, administrators, and other personal legal representatives, successors and assigns.

4      INTERPRETATION

4.1    Paragraphs and Headings

The division of this Agreement into paragraphs and the use of paragraph headings are for convenience only; and do not confine, limit, construe or describe the extent or intent of any paragraph, except for the purpose of cross reference. Unless otherwise stated, a reference to a paragraph is a reference to the whole paragraph;

4.2    Number

Words importing the singular number include the plural and vice versa for persons, events and circumstances;

4.3    Gender

Words importing the masculine gender include the feminine and neuter, and vice versa where the persons concerned so require;

4.4    Parts

A reference to a whole includes each part thereof unless otherwise stated;

4.5    This Agreement

The words "hereto", "herein" and similar expressions relate to the whole of this Agreement unless otherwise stated.

4.6    Compound Parties

Covenants and grants by or for the benefit of a party comprising 2 or more persons,

bind or benefit them both jointly and severally, unless otherwise stated.

IN WITNESS WHEREOF the parties have executed this Agreement.

SIGNED, SEALED AND DELIVERED by this \_\_\_\_ day of) \_\_\_\_\_, 200\_\_, in the presence of: )  
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SIGNED, SEALED AND DELIVERED by this \_\_\_\_ day of) \_\_\_\_\_, 200\_\_, in the presence of: )  
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