

: THIS BILL OF SALE made the 21st day of November, 1995.

B E T W E E N :

THE FONTHILL PLATFORM TENNIS CLUB INC.
1120 Haist Street
Fonthill, Ontario
L0S 1E2

(hereinafter called the Seller)

- and -

THE CORPORATION OF THE TOWN OF PELHAM
P.O. BOX 400
20 Pelham Town Square
Fonthill, Ontario
L0S 1E0

(hereinafter called the Buyer)

WHEREAS the Seller wishes to sell and Buyer wishes to buy two (2) platform tennis courts, a clubhouse and all decking and affixed equipment and lighting which have been erected by the Seller at the Arena Grounds in the Town of Pelham, for the consideration and on the terms and conditions as described;

NOW THEREFORE this Bill of Sale witnesses that for the sum of One (\$1.00) Dollar and other good and valuable consideration now paid by the Buyer to the Seller at or before the execution and delivery of this Bill of Sale (the receipt and sufficiency of which is acknowledged), the Seller grants, bargains, sells, assigns, transfers, conveys and sets over to the Buyer, its successors and assigns, the following property and assets: Two (2) Platform tennis courts, associated lighting and decking, one (1) clubhouse and affixed equipment.

The Seller covenants, promises and agrees with the Buyer that the Seller is now rightfully in title to the sold, assigned and

transferred property and assets and that the Seller now has in it good right, title and authority to sell, assign and transfer to the Buyer, its successors and assigns, according to the true intent and meaning of these presents and that the Buyer shall immediately after execution and delivery have possession of and may from time to time and at all times peacefully and quietly have, hold, possess and enjoy the same and every part thereof to and for its own use and benefit without any manner of hindrance, interruption, molestation, claim or demand whatsoever of, from or by the Seller or any person whomsoever and with good and marketable title thereto, free and clear and absolutely released and discharged from and against all former and other bargains, sales, gifts, grants, mortgages, pledges, security interests, adverse claims, liens, charges and encumbrances of any nature or kind whatsoever and the Seller indemnifies the Buyer with respect thereto.

The Seller covenants and agrees with the Buyer, its successors and assigns, that it will from time to time and at all times hereafter, on every reasonable request of the Buyer, its successors and assigns, make, do and execute or cause and procure to be made, done and executed all further acts, deeds or assurances as may be reasonably required by the Buyer, its successors and assigns, for more effectually and completely vesting in the Buyer, its successors and assigns, the property and assets sold, assigned and transferred in accordance with the terms of this Bill of Sale or

