

THIS BILL OF SALE is made effective the ^{29th} ~~30th~~ day of October, 2015.

BETWEEN:

EPCOR WHITE ROCK WATER INC., 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 the Vendor is the owner of the vehicles described in Schedule "A" attached hereto (the "Vehicles") and has agreed with the Purchaser for the absolute sale to the Purchaser of the Vehicles for and in consideration of the Vehicle Purchase Price, as defined herein;

NOW THEREFORE THIS BILL OF SALE WITNESSETH THAT in consideration of the premises and the agreements contained in this Bill of Sale and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the parties) the parties do hereby agree as follows:

1. In consideration for the Vehicles, the Purchaser shall pay the Vendor the sum of \$60,000.00 Canadian Dollars, exclusive of all applicable federal and/or provincial sales or other value added taxes (the "Vehicle Purchase Price"), by certified cheque, at or before the effective date of this Bill of Sale, and in any event prior to taking possession of the Vehicles.
2. In consideration of the payment of the Purchase Price as set out in paragraph 1 above the Vendor hereby does sell, convey, transfer and assign to the Purchaser all the right, title, estate and interest whatsoever, both at law and equity, or otherwise howsoever, of the Vendor, in and to the Vehicles.
3. Possession and legal title to the Vehicles will be transferred from the Vendor to the Purchaser on October 30, 2015, provided that the Vehicle Purchase Price has been paid.
4. The Vendor covenants that:
 - (a) the Vendor has all necessary power, capacity and authority to own the Vehicles, to enter into this Bill of Sale on the terms and conditions set forth, and to transfer and sell the Vehicles to the Purchaser as contemplated herein;
 - (b) the Vendor is now rightfully and absolutely possessed of and entitled to legal and beneficial interest in the Vehicles;

- (c) the Vendor now has good right to transfer the Vehicles to the Purchaser;
 - (d) the Vehicles are free and clear of all charges and encumbrances;
 - (e) the Vendor will from time to time upon reasonable request of the Purchaser make, do and execute all such further acts, deeds and assurances for the more effectually assigning and assuring the Vehicles unto the Purchaser; and
 - (f) the entering into, execution and delivery of this Bill of Sale and the consummation of the transaction contemplated hereby will not result in the violation of any of the terms and provisions of the constating documents of the Vendor or of any law or regulation or any applicable order of any court, arbitrator or governmental authority having jurisdiction over the Vendor or the Vehicles or of any indenture, contract or agreement, written or oral, to which the Vendor may be a party; and the entering into, execution and delivery of this Bill of Sale and consummation of the transaction contemplated hereby have been duly and validly authorized by all necessary corporate actions of the Vendor.
5. The Purchaser agrees that any registration costs and payment of applicable sales taxes necessary to transfer ownership from the Vendor to the Purchaser will be the responsibility of the Purchaser.
 6. Subject to clause 4 above, the Purchaser acknowledges and agrees that the Vehicles are being purchased on an "as is, where is" basis, completely at the Purchaser's own risk.
 7. The Vendor makes no representations or warranties, express, implied, statutory or otherwise respecting the Vehicles, including that, without limiting the generality of the foregoing, the Vendor makes no implied warranties of merchantability, merchantable quality, durability, condition, design, quality, capacity, workmanship, operation or fitness for a particular purpose or use thereof or its freedom from liens, charges, security interests and encumbrances. The Vendor does not represent or warrant that the Vehicles will meet any or all of the Purchaser's requirements.
 8. In no event will the Vendor be responsible for any loss, damage or expense of any kind or nature, whether direct, indirect, incidental, special or consequential, including, without limitation, damages for loss of profits or loss of use, incurred by the Purchaser or any other person, caused by or resulting from the Vehicles or their use, maintenance or possession, by the inadequacy of the Vehicles or by any interruption of service or loss of use of the Vehicles or for any loss of business or damage whatsoever and howsoever caused.
 9. The Purchaser expressly agrees to be liable to the Vendor and to indemnify and save the Vendor harmless from and against all claims, causes of action, charges and losses howsoever arising from the Purchaser taking possession of the Vehicles or the future use of the Vehicles by the Purchaser or by any other person.
 10. This Bill of Sale shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns as the case may be.

11. This Bill of Sale shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
12. This Bill of Sale sets forth the entire agreement of the parties respecting the subject matter hereof and merges all prior discussions between them. No party hereto shall be bound by any conditions, definitions, warranties or representations with respect to the subject matter of this Bill of Sale, other than as is expressly provided for herein.
13. This Bill of Sale 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 Bill of Sale is as effective as delivery of an originally executed counterpart of this Bill of Sale. Any party delivering an executed counterpart of this Bill of Sale by facsimile or by electronic transmission shall also deliver an originally executed counterpart of this Bill of Sale, but the failure to deliver an originally executed copy does not affect the validity, enforceability or binding effect of this Bill of Sale.

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

IN WITNESS WHEREOF the parties hereto have executed this Bill of Sale on the day and year first above written.

EPCOR WHITE ROCK WATER INC.

Per:

Authorized signatory

Print name:

Position:

CITY OF WHITE ROCK

Per:

W. Baer

Mayor

S. A. Lam

Corporate Officer

Stephanie Lam
Deputy City Clerk

SCHEDULE "A"

No.	Description	VIN	Value
1	½ TON PICKUP, CHEVROLET, S-10, 2000	1GCCS14W9YK271750	\$1,500.00
2	14 FT. CUBE VAN, FORD, E450, 2002	1FDXE45S52HA09293	\$6,500.00
3	DUMP TRUCK, GMC, 7000, 1989	1GDL7D1P5KV522068	\$2,000.00
4	FLATDECK TRAILER, 1998	2S9TJ1127W1095029	\$500.00
5	COMPRESSOR, SULLAIR, 1991	004105761	\$1000.00
6	FORD F-150, 2011	1FTFW1CF7BKE04760	\$12,000.00
7	FORD F-250, 2012	1FT7X2B68CEA49073	\$19,000.00
8	FORD F-150, 2012	1FTFW1ET6CFB18766	\$17,500.00
		TOTAL:	\$60,000.00