

Purchase of business assets or hive-down

Date: [date]

Between:

The Buyer is: [name] of [address]

The Seller is: [name] of [address]

The Administrator is: [name] of [address]

Contents

1. Definition
2. Entire agreement
3. Agreement for sale
4. The price
5. Items to be delivered at completion
6. Completion
7. Limitation of liability
8. Miscellaneous matters

The Schedule: List of Assets

This agreement is dated: [date]

The Buyer is: [ABC] Limited, a company incorporated in Canada
[under incorporation number [number] and] [REDACTED]
[REDACTED] [REDACTED].

The Seller is: [DEF] Limited, a company incorporated in Canada
[under incorporation number [number] and] [REDACTED]
[REDACTED] [REDACTED].

The Administrator is: [Peter Powerful] whose business name and [REDACTED]
[REDACTED] [REDACTED] [REDACTED], [REDACTED]
[REDACTED] [REDACTED] [REDACTED]
[REDACTED].

It is now agreed as follows:

1. Definitions

So far as the [REDACTED], [REDACTED]
[REDACTED]:

"Assets" means all [REDACTED]
[REDACTED].

"Company" means [name of Company] [REDACTED], [REDACTED]
[REDACTED].

"Domain Name" means any [REDACTED]
[REDACTED]:

[name1].com

[name2].com

[name3].co.ca

"Goods" means the [goods, [REDACTED]] [REDACTED]
[REDACTED] 1.

"Intellectual Property" means the intellectual property listed in Part B
Schedule1 and [REDACTED]
[REDACTED]
[REDACTED] [REDACTED] [REDACTED].

... [...].

2. Entire agreement

3. Agreement for sale

- 3.1. Subject to the terms of [REDACTED], [REDACTED]
[REDACTED].
 - 3.2. The Seller sells as [administrator / receiver / [REDACTED]]
[REDACTED] [REDACTED]
/ [REDACTED].

AND/OR

4. The price

- 4.1. The price for the Assets [REDACTED] \$ [REDACTED], [REDACTED].
- 4.2. The price [REDACTED] [REDACTED / [REDACTED]].

5. Items to be delivered at completion

The Seller shall [handover to the Buyer or otherwise deliver to the Buyer or permit [REDACTED] [REDACTED] [REDACTED], [REDACTED] [REDACTED] [REDACTED] [REDACTED] :]

- 5.1. such of the [REDACTED] [REDACTED];
- 5.2. signed and certified copy of the minutes of a meeting of the shareholders of [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED];

OR

- 5.3. [If the seller acts [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]].]
- 5.4. [REDACTED] [REDACTED] [REDACTED] [REDACTED];
- 5.5. [REDACTED] [REDACTED] [REDACTED] [REDACTED], [REDACTED] [REDACTED] [REDACTED] [REDACTED];
- 5.6. [REDACTED] [REDACTED] [REDACTED] - [REDACTED] [REDACTED] [REDACTED], [REDACTED] [REDACTED] [REDACTED] [REDACTED];
- 5.7. marketing material of every sort in any medium;
- 5.8. [REDACTED] [REDACTED] [REDACTED] [REDACTED], [REDACTED] [REDACTED] [REDACTED] [REDACTED];
- 5.9. [REDACTED] [REDACTED] [REDACTED] [REDACTED];

6. Completion

- 6.1. [REDACTED]
[REDACTED],
[REDACTED].
- 6.2. [REDACTED]
[14] [REDACTED],
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].
- 6.3. [REDACTED]
[REDACTED], [REDACTED],
[REDACTED]
[REDACTED].
- 6.4. [REDACTED]
[REDACTED]
[REDACTED].
- 6.5. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

7. Limitation of liability

- [REDACTED]
[REDACTED].
- 7.1. [REDACTED],
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED], [REDACTED].
 - 7.2. [REDACTED]
[REDACTED], [REDACTED]

7.3. (),
, , , .

8. Miscellaneous matters

A 4x10 grid of black squares arranged in four rows and ten columns, representing a 4x10 matrix.

It shall be deemed to have been delivered:

[View Details](#) | [Edit](#) | [Delete](#)

■■■■■ ;
■■■■■ 72 ■■■■■ ;
■■■■■ - ■■■■■ : ■■■■■ 24 ■■■■■
■■■■■ - ■■■■■ . [■■■■■
■■■■■ - ■■■■■ . ■■■■■ ■■■■■ ,
■■■■■ ■■■■■ ■■■■■ (■■■■■
■■■■■) ■■■■■ ■■■■■
■■■■■].

- 8.7. ■■■■■ ■■■■■ , ■■■■■ ■■■■■
■■■■■ ■■■■■ ..
- 8.8. ■■■■■ ■■■■■ ■■■■■ ■■■■■
■■■■■ ■■■■■ ■■■■■ ■■■■■
■■■■■ ■■■■■ ■■■■■ ■■■■■ .
- 8.9. ■■■■■ ■■■■■ , ■■■■■ ■■■■■ ■■■■■
■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ [■■■■■
■■■■■] ■■■■■ ■■■■■ ■■■■■ ■■■■■
■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ [■■■■■].

Signed by [personal name] on behalf of [named Seller] as its / his representative
who personally accepts liability for the proper authorisation by [named Seller] to
enter into this agreement.

Signed by [personal name] on behalf of [named Buyer] as its / his representative
who personally accepts liability for the proper authorisation by [named Buyer] to
enter into this agreement.

Signed by [name of Administrator] on behalf of [Name of Company] (in
administration)

The Schedule: List of Assets

Part A

List of Goods

Part B

Intellectual Property

Explanatory notes:

Purchase of business assets or hive-down

General notes

Paragraph specific notes:

Notes numbering refers to paragraph numbers.

1. Definitions

We know nothing about your business or what goods are being transferred, so we may not have been able to provide you with defined terms which are precisely suitable to your requirement. By all means use the search/replace function in [REDACTED]

We use	You decide to change to
Goods	Coal Washing Plant
Services	SuperHosting / ProAccounting / Our Advisory Service
The Seller	(“Mr Parnell”)

2. Entire agreement

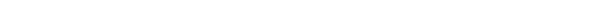
3. Agreement for sale

4. The price

5. Items to be delivered at completion

6. Completion

7. Limitation of liability

This paragraph provides .

8. Miscellaneous matters

A number of special points. We have identified each of these as important to



End of notes