

BILL OF SALE

THIS AGREEMENT MADE THE ____ day of _____, _____.

BETWEEN:

**SELLER
(hereinafter called "Seller")**

OF THE FIRST PART

- and -

**BUYER
(hereinafter called "Buyer")**

OF THE SECOND PART

WHEREAS the Seller is possessed of the goods and chattels described below and has contracted and agreed with the Buyer for the absolute sale to the Buyer of the same for the consideration described below.

NOW THIS AGREEMENT WITNESSES, that in pursuance of the covenants set out in this Agreement, and in consideration of the sum of _____ DOLLARS (\$_____), the receipt and sufficiency of all of the above consideration being hereby acknowledged, the Seller does hereby sell to the Buyer full title, ownership and interest in the following equipment (all located at _____):

SEE ATTACHED SCHEDULE "A"

all of which goods and chattels are now in possession of the Seller.

AND all the right, title, interest, property, claim and demand whatsoever, both at Law and Equity, or otherwise howsoever, of the Seller of, in, and to the same, and every part thereof.

TO have and to hold the said hereby sold goods and chattels, and every one of them and every part thereof, with the appurtenances and all the right, title and interest of the Seller thereto and therein, as aforesaid, unto and to the use of the Buyer.

AND the Seller does hereby, for itself, its successors and assigns, covenant, with the Buyer, its successors and assigns that the Seller is now rightfully and absolutely possessed of and entitled to the said hereby sold goods and chattels, and every one of them and every part thereof.

AND that the Seller now has in itself good right to assign the same unto the Buyer, its successors and assigns, in the manner aforesaid, and according to the true intent and meaning of this Agreement.

AND that the Buyer, its successors and assigns, shall and may from time to time, and at all times hereafter peaceably and quietly have, hold, possess and enjoy the said hereby sold goods and chattels and every one of them and every part thereof, to and for his 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 that the Buyer is clear and free, and freely and absolutely released and discharged or otherwise at the cost of the Seller, effectually indemnified from and against all former and other bargains, sales,

gifts, grants, titles, charges and encumbrances whatsoever regarding the hereby sold goods and chattels.