Bill of Sale of Business

1.  For good and sufficient consideration, receipt of which is hereby acknowledged, the undersigned \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Seller”) hereby sells, transfers and conveys to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Buyer”):

(a)  All and singular, the goods and chattels, property and effects, listed in Schedule “A” annexed hereto, which is incorporated herein and made a part hereof; and

(b)  The whole of the good will of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_ business formerly operated by the undersigned which is the subject of this sale.

2.  The undersigned warrants that said goods and chattels are free and clear of all encumbrances, that it has full right and title to sell the same, and that it will warrant and defend the same against the claims and demands of all persons.

3.  The undersigned hereby warrants and covenants that he/she shall not within \_\_\_\_\_\_\_ years of the date of this instrument engage in the business of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ within \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 20\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_     \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer                               Seller