**BILL OF SALE FOR CORPORATION**

This Bill of Sale to Sell Business, herein referred to as the "Agreement", duly made and effective on [DATE], is between:

[COMPANY A’S NAME], herein referred to as the "Seller", a corporation organized and existing under the laws and regulations of the [STATE/PROVINCE] of the [STATE/PROVINCE], with its head office located at:

[STREET ADDRESS] [CITY, STATE/PROVINCE] [ZIP CODE]

AND:

[COMPANY B’S NAME], herein referred to as the "Buyer", a corporation organized and existing under the laws and regulations of the [STATE/PROVINCE] of the [STATE/PROVINCE], with its head office located at:

[STREET ADDRESS] [CITY, STATE/PROVINCE] [ZIP CODE]

WITNESSETH:

Whereas, the Seller and the Buyer are sometimes referred herein individually as a “Party” or collectively as the “Parties.”

Whereas, the parties agree as follows:

The Seller desires to sell to the Buyer and the Buyer desires to buy the business of the Seller, now being operated at [STREET ADDRESS] [CITY, STATE/PROVINCE] [ZIP CODE] and known as [COMPANY’S NAME] and all assets thereof as contained in Schedule "A" attached hereto.

FOR GOOD AND VALUABLE CONSIDERATION, the Seller for and in consideration of the sum of $[AMOUNT], the receipt and sufficiency of which are hereby acknowledged, the Seller does sell, convey, assign, transfer, and grant to the Buyer its successors and assigns, all of Seller’s outstanding stock, of which [NUMBER] shares of common stock and [NUMBER] shares of preferred stock constitute all of the outstanding stock of the Seller, all property and assets, real and personal, tangible and intangible, of every kind and description in their present condition and location owned by the Seller, which are listed in Schedule "A" annexed hereto, which is incorporated herein and made a part hereof.

TO HAVE AND TO HOLD to the Buyer, its successors and assigns, forever.

AND the Buyer, in further consideration of the acquisition, transfer, and assignment agrees to assume and pay the liabilities of the Seller, if any.

AND the Seller for itself, its successors and assigns, hereby covenants and agrees to warrants that the said goods and chattels are free and clear of all encumbrances. The Seller further warrants that it has full authority and title to sell the same. The Seller further agrees that it shall duly warrant, protect, indemnify, and defend the same against any adverse claims and demands that may be made by any parties or all persons against the said goods.

The Seller hereby acknowledges, warrants and covenants that it shall not engage or actively participate in the business of [SPECIFY BUSINESS TYPE] within [NUMBER] years from the date of this instrument within [STATE/PROVINCE].

The Seller has caused this bill of sale to be signed by its President, its corporate seal to be affixed to it and attested to by its Secretary.

IN WITNESS WHEREOF, this Bill of Sale is executed in duplicate under seal on [DATE].

Signed, sealed, and delivered to the Buyer in the presence of:

A TRUE RECORD.

ATTEST.

[COMPANY A’S CORPORATE SEAL]

[SECRETARY’S NAME]

Secretary / Clerk

[COMPANY A’S NAME]

[PRESIDENT’S NAME]

President

[COMPANY B’S NAME]

[PRESIDENT’S NAME]

President