BILL OF SALE

(BUSINESS)

DATE: ___/___/_____

THIS BILL OF SALE is made on the date above by and between _____, who resides at _____ _____, _____ _____ (hereinafter referred to as the "Seller") and _____, who resides at _____ _____, _____ _____ (hereinafter referred to as the "Buyer").

1. BUSINESS DESCRIPTION

The Seller hereby agrees to sell, and the Buyer hereby agrees to purchase, all shares or membership interests in the following business entity, together with all of its assets, including but not limited to its real property, personal property, equipment, contracts, leases, intellectual property (patents, trademarks, and/or copyrights), client lists, trade secrets, employee lists, and the like (hereinafter referred to as the "Business"):

Name: _____ DBA: _____ State of Incorporation/Organization: _____

Secretary of State ID Number: _____

Principal Office Address

Street: _____ City: _____ State: _____ Zip Code: _____

2. PURCHASE DATE, PRICE, AND METHOD

The Business identified in Paragraph 1 above shall be sold on the following date:

___/___/_____ (the “purchase date”).

The total purchase price of the Business shall be: $_____ U.S. Dollars, to be paid all at once on the above purchase date, when the purchase price shall be delivered to the Seller by the Buyer, and the Seller will deliver the Business to the Buyer.

The purchase price shall be paid by _____.

3. MISCELLANEOUS PROVISIONS

The Seller confirms that he/she is the owner of the Business described in Paragraph 1 with the right to sell it to the Buyer for the purchase price and method listed in Paragraph 2, and certifies that the information provided in this Bill of Sale is true, accurate, and complete to the best of his/her knowledge.

The Buyer and the Seller agree that the Business described in Paragraph 1 above shall be sold by the Seller, and purchased by the Buyer, on an “as is” basis and in an “as is” condition, with no express or implied guarantees or warranties regarding the above-described Business. The Buyer accepts all liability for the Business as of the sale date.

This Bill of Sale constitutes the only agreement between the Buyer and the Seller, and all other agreements, whether express or implied, shall have no force and effect except as stated in this agreement.

4. SIGNATURES

Seller’s Signature: _____ Date: _____, 20__

Printed Name: _____

Buyer’s Signature: _____ Date: _____, 20__

Printed Name: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)

) ss

COUNTY OF_____)

On _____ before me, _____,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal)