

BILL OF SALE

1. XYZ, Inc. ("XYZ") under the terms and conditions of the purchase agreement dated _____(the "*Purchase Agreement*"), between XYZ and ABC Corporation ("ABC"), by this instrument sells and transfers to ABC the personal property (the "Personal Property") which on _____[*Date*] was owned by XYZ and located on the land described in Exhibit A here or in any building, located on such land. The personal property is described generally in Exhibit B.

2. XYZ warrants that on the date title to the personal property (including the projects, as that term is defined in the purchase agreement) passed from XYZ to ABC, XYZ was the lawful owner of such property, free and clear of all liens, claims or other encumbrances; that XYZ had a good and lawful right to sell the same; and that XYZ will defend its title as of that date; provided, however, that ABC has granted and XYZ has reserved a security interest in the personal property as provided in the security agreement dated _____, between XYZ and ABC.

3. This bill of sale shall be governed by the laws of the state of _____.

In witness, etc.

Dated: _____

XYZ, Inc.

By: _____

Attest:
