

Disclaimer

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BILL OF SALE

[Name], a Texas corporation (“Seller”), for and in consideration of the sum of Ten dollars cash and other good and valuable consideration, (including but not limited to the terms and conditions set forth in that certain Purchase Agreement dated [date]), to Seller in had paid by [Name] **Insurance Agency, Inc.** (“Purchaser”), the receipts of which is hereby acknowledged, has bargained, sold, and delivered, and by these presents does bargain, sell, and deliver unto Purchaser all of Seller’s right, title and interest in and to the assets set forth in Exhibits “A” and “B” attached hereto (the “Assets”).

Seller does hereby bind its successors and assigns to forever warrant and defend the title to the Assets unto Purchaser, its successors and assigns, against the lawful claim or claims of any and all persons whomsoever claiming.

THE ASSETS ARE BEING SOLD BY SELLER AND PURCHASED BY PURCHASER AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, EXCEPT SOLELY AS EXPRESSLY SET FORTH IN THIS AGREEMENT; IT BEING THE INTENTION OF AGENCY AND PUCHASER TO EXPRESSLY REVOKE, RELEASE, NEGATE AND EXCLUDE ALL EXPRESS AND IMPLIED REPRESENTATIONS AND WARRANTIES (EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT) AS TO (i) THE CONDITION OF THE PURCHASED ASSETS OR ANY ASPECT THEREOF, INCLUDING WITHOUT LIMITATIONS, ANY AND ALL EXPRESS OR IMPLIED REPRESETATIONS AND WARRANTIES RELATED TO MERCHANTABILITY OR FITNESS FOR A

PARTICULAR USE OR PURPOSE; (ii) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN, OR ENGINEERING OF THE ASSETS, IF ANY; (iii) THE QUALITY OF THE LABOR OR MATERIALS INCLUDED IN THE ASSETS; (iv) ANY FEATURES OR CONDITIONS AT OR WHICH AFFECT THE ASSETS WITH RESPECT TO ANY PARTICULAR PURPOSE, USE, POTENTIAL, OR OTHERWISE; (v) THE SIZE, SHAPE, CONFIGURATION, CAPACITY, QUANTITY, QUALITY, CASH FLOW, EXPENSES, VALUE, MAKE, MODEL OR CONDITION OF THE ASSETS; (vi) ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CREATED BY ANY AFFIRMATION OF FACTOR OR PROMISE OR BY ANY DESCRIPTION OF THE ASSETS; (vii) ANY ENVIRONMENTAL, STRUCTURAL, OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW, OR HEREAFTER, AFFECTING IN ANY MANNER ANY OF THE ASSETS; AND (viii) ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND REPRESENTATIONS BY AGENCY WHATSOEVER, EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT. FURTHERMORE, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FURTHER PROFITABILITY, FUTURE CASH FLOW OR VIABILITY OF THE BUSINESS, ALL OF WHICH PRUCHASER MUST DETERMINE FROM ITS INVESTIGATION OF THE BOOKS AND RECORDS OF THE BUSINESS AND PURCHASER’S OWN BUSINESS ACUMEN.

In consideration of the conveyance of the Assets contained herein, Purchaser, for the benefit of Seller, its successors and assigns and the obliges thereunder, hereby expressly assumes and agrees to perform, pay and discharge from this date forward, all of the debts, obligations and liabilities of Seller set forth or referred to in Appendix “C” hereto and to perform the obligations of Seller under and pursuant to those contracts, agreements and other obligations of Seller set forth or referred to in such Appendix “C”.

Dated this ____ of _____ 201__

SELLER:

PURCHASER:

[Name], Inc.,
a Texas corporation

[Name] Insurance Agency, Inc.,
a Texas corporation

By: _____
[Name], President

By: _____
[Name], President

STATE OF TEXAS)
)
COUNTY OF [NAME])

This instrument was acknowledged before me on the ____ of _____ 201__, by [Name], President of [Name], Inc., a Texas corporation, on behalf of said [Name], Inc.

Notary Public in and for the State of Texas

STATE OF TEXAS)
)
COUNTY OF [NAME])

This instrument was acknowledged before me on the ____ of ____ 201__, by [Name], President of [Name], Insurance Agency, Inc., a Texas corporation, on behalf of said [Name], Insurance Agency, Inc.

Notary Public in and for the State of Texas

Exhibit “C”

Liabilities Assumed

1. Lease between [Name], LP (successor in interest to [Name] Company) as Landlord and [Name], as Tenant dated as of [Date] – [Address]
2. Limited Use License Agreement For [Name] Systems between [Name] Systems, Licensor, and [Name], Inc., as Licensee, dated [Date].
3. Lease Agreement of [Name], Inc., as lessee for the lease of a postage scale, and related postage equipment.
4. Agreement for yellow pages advertising of [Name] which is currently in effect.