BILL OF SALE

 (hereafter "Seller"), in consideration of the sum of $ paid to it by (hereafter "Purchaser"), receipt for which is hereby acknowledged, for the purchase of the business known as currently located at , does hereby grant, bargain, sell and convey to Purchaser the following: all right, title and interest in and to the goodwill of the business known as , its telephone number, all licenses and permits, supplies, inventory, merchandise, fixtures, furnishings, equipment, trade names and stock in trade. A list of specific property is attached as Exhibit "A" (List of Inventory) and Exhibit "B" ( ). All of the foregoing including the attached Exhibits "A" and "B" are hereinafter referred to as "goods". It is understood that this is not a sale of the stock of the corporation and does not include cash or deposits on hand or account receivables. No liabilities of the Seller are being transferred with the conveyance of these assets of , Seller.

Purchaser shall have all rights and title to the goods in themselves, their executors, administrators, successors, mergers and assigns.

Seller warrants that it is the lawful owner of the goods and the goods are free from all claims, liens, and encumbrances of any kind whatsoever. Seller further warrants that it is a Virginia corporation in good standing and that it has the right to sell the goods and will warrant and defend the right against the lawful claims and demands of all persons or entities.

In witness whereof, Seller has executed this agreement at , Virginia on the day of , 20\_\_.

By: (SEAL)