BULK SALES AFFIDAVIT OF SELLER RE CREDITORS

 , Inc. (Seller) and , (Purchaser) have entered into a Contract dated , 20\_\_ and an Addendum signed by the Seller on , 20\_\_, under the terms of which Purchaser has agreed to purchase the business known as from the Seller, including all equipment, fixtures, furniture, goods on order, inventory on hand, good will, trade names and all other property of Seller as it pertains to the business located at including those items identified in the contract, addenda and the Bill of Sale and attachments thereto.

Purchaser agrees to preserve this list of creditors along with the schedule of property prepared by Seller and Purchaser for six months following the sale and transfer to permit inspection of either or both and copying therefrom at all reasonable hours by any creditor of the Seller. In lieu of the requirement of preservation and access for inspection, Purchaser may file at their expense, the schedule of property and this list of creditors in the Office of the Clerk of the County Circuit Court being the County in which the registered office of the Seller is located and also the County in which the business is located.

The following are all creditors of the Seller who have claims that are admitted by the Seller:

NAME OF CREDITOR BUSINESS ADDRESS AMOUNT

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_

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The following are all persons or entities known to Seller to assert claims against Seller even though such claims are disputed in whole or in part:

NAME OF CREDITOR BUSINESS ADDRESS AMOUNT

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_

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WITNESS the following signatures and seals this day of , 20\_\_.

SELLER:

By: (SEAL)

PURCHASER:

By: (SEAL)

Commonwealth of Virginia:

County of :

Subscribed and sworn to before me by , individually and as President of , this

 day of ,20\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Commonwealth of Virginia:

County of :

Subscribed and sworn to before me by this day of ,20\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_