

Know all Men by these Presents:

THIS ~~is the~~ FIRST day of JULY 1964

SMITH AND KANTLER CORPORATION, having its place of business at 1414 East Linden Avenue, Linden, Union County, New Jersey

for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration

lawful money of the United States, to it in hand paid, at or before the making and delivery of these presents, by

SMITH & KANTLER COMPANY, a corporation of New Jersey,

(hereinafter called the Buyer) the receipt whereof is hereby acknowledged, has bargained and sold, and by these presents does grant and convey, unto the Buyer, the goods and chattels particularly described and mentioned in the schedule hereunto annexed and hereby made a part hereof, all of which the buyer has examined and which the buyer agrees to take in the condition which the same are at the date hereof and does not rely upon any representations made by the Seller as to the condition, quantities or otherwise, except as set forth in paragraph 11 (n) of the agreement dated June 23, 1964, pursuant to which this Bill of Sale is given.

It is HEREBY and is WELD the same, unto the said Buyer forever. And the Seller does warrant and agree, to and with the said Buyer, to warrant and defend the sale of said personal property hereby sold unto the said Buyer against all and every person and in law whatsoever.

All of the covenants and conditions herein contained shall be for the benefit of and shall extend to and bind the said parties hereto and their respective heirs, executors, administrators, successors or assigns.

In WITNESS WHEREOF, the Seller has hereunto set its hand and seal or caused these presents to be signed by its proper corporate officers and caused the proper order and seal to be hereunto affixed, the day and year first above written.

Signed, Sealed and Delivered
in the Presence of

SMITH AND KANTLER CORPORATION

ATTEST:

DFA 057436

By Leonard Dicker
LEONARD DICKER, President

EXHIBIT

State of New Jersey. {
County: ESSEX

LEONARD and JUDA DIENER, on their respective oaths.

that they are

that in the presence of the chattel property mentioned in the within instrument we the undersigned and lawful authority to sell same, that said property and each part thereof is now free and clear of and from all debts, claims, demands and liens of every nature and description, including judgments, liens, taxes, mortgage, or other encumbrances.

that there are no judgments against the Seller and no attachments or executions now outstanding against the Seller and deponent further say that this affidavit is made to induce

to purchase said goods and chattels, as well as the business and the good will thereof, knowing that the said

will do so, relying upon the truth of the statements herein contained, and in compliance with Section 29-1 "Sales of Goods in Bulk," Revised Statutes of New Jersey, and at the request of the purchaser, deponent further say ~~that this affidavit is made to induce~~

~~that~~ that at or before the closing the Seller agrees to pay all creditors in full and as to those which may not be paid in full the Seller has provided for, and the Seller agrees to pay and satisfy their claims after the closing of this transaction. The parties to this sale having agreed that the Seller shall satisfy all of the Seller's obligations of every nature, including all bills and accounts payable existing prior to and on June 30, 1964 shall indemnify the Buyer against all liability with respect to any and all obligations of the Seller whether matured or unmatured arising out of any action business transaction or situation existing on or prior to June 30, 1964.

Leonard Diener 2.3
LEONARD DIENER

Juda Diener
JUDA DIENER

DFA 057437

Subscribed and sworn to before me

this first day of July 1964.

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