

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made as of 10/24, 2011 ("Effective Date") by and between Essex County Estate Planning Council, a Massachusetts non-profit association ("Assignor"), and Essex County Estate Planning Council, Inc., a Massachusetts corporation ("Assignee").

RECITALS

NOW, THEREFORE, in consideration of the promises contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. **Sale of Assets and Assignment of Rights.** As of the Effective Date, the Assignor does hereby sell, convey, assign, transfer and deliver to the Assignee all of its rights, title and interest in and to all of the Association's assets ("Assets"). The Assignee hereby accepts the assignment.

2. **Further Assurances.** The Assignor and Assignee do hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further agreements and assurances as any of the parties hereto may reasonably require to consummate the transactions contemplated hereunder.

3. **No Third Party Beneficiaries.** Nothing in this Agreement will be construed as giving any Person, other than the parties hereto and their successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any provision hereof.

4. **Amendment.** The terms of this Agreement can only be changed, modified, released or discharged pursuant to a written agreement executed by each of the parties hereto.

5. **Governing Law; Consent to Jurisdiction and Service of Process.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of laws principles that would result in the application of any law other than the law of the Commonwealth of Massachusetts.

6. **Headings.** The headings in this Agreement are included for convenience of reference only and shall not in any way affect the meaning or interpretation of this Agreement.

7. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will nevertheless continue in full force and effect, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.


8. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall comprise one and the same instrument. Delivery of a copy of this Agreement or such other document bearing an original signature by facsimile transmission, by electronic mail in "portable document format" (".pdf")

form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale, Assignment and Assumption Agreement to be executed by their authorized officers, all as of the date and year first above written.


ASSIGNEE:

ESSEX COUNTY ESTATE PLANNING COUNCIL

By: 
Name:
Title: *president.*

ASSIGNOR:

ESSEX COUNTY ESTATE PLANNING COUNCIL,
INC.

By: 
Name:
Title: *president*