



BILL OF SALE

This Bill of Sale dated the 1st day of August, 1978,  
from Kuhn's-Big K Stores Corp., a corporation, hereinafter  
called "Seller" to U. S. Steel Credit Corporation, hereinafter called "Buyer".

W I T N E S S E T H

In consideration of the receipt of a sum of \$19,963.06 the  
receipt of which is hereby acknowledged, Seller does hereby sell, assign,  
transfer, convey and deliver to the Buyer all property and equipment of  
whatsoever kind or character listed, described or otherwise referred to in  
"Exhibit A" a copy of which is attached hereto and incorporated herein by  
this reference with the same force and effect as set forth herein full.

Seller covenants and warrants that:

- A. It is the owner of, and has absolute title to, each and every item of said property free and clear of all claims, liens, encumbrances and all other defects of title, of any kind whatsoever.
- B. It has not made any prior sale, assignment or transfer of any item of said property to any person, firm or corporation.
- C. It has the present right, power and authority to sell, assign and transfer each and every item of said property to Buyer.
- D. Each and every item of said property is in good repair, condition and working order, and is new section 38 property in the hands of Buyer as defined in the Internal Revenue Code of 1954, as amended.
- E. All acts, proceedings and things necessary and required by law and the articles of association and by-laws of Seller to make this Bill of Sale a valid, binding and legal obligation of Seller have been done, taken and have happened; and the execution and delivery hereof have in all respects been duly authorized in accordance with law, and said articles of association and by-laws.

Seller shall forever warrant and defend the sale, assignment, transfer, conveyance and delivery of each and every item of said property to Buyer, its successor and assigns, against each and every person whomsoever lawfully claiming the same.

Possession of said property and equipment shall not be transferred to Buyer but shall be retained by Seller, it being the intention of Buyer to lease said property and equipment to Seller.

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