

BILL OF SALE

BY

THE NEW ENGLAND YEARLY MEETING OF FRIENDS

IN FAVOR OF

MOSES BROWN SCHOOL INCORPORATED

DATED: _____, 2009

BILL OF SALE

As of _____, 2009, **The New England Yearly Meeting of Friends**, a Rhode Island nonprofit corporation (“**NEYM**”), for good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, paid by **Moses Brown School Incorporated**, a Rhode Island nonprofit corporation (“**Moses Brown**”), hereby sells, transfers, sets over, conveys and delivers to Moses Brown all assets owned by NEYM and used by it to conduct the business of a regional school for children in nursery school through 12th grade otherwise known as Moses Brown School (the “**School**”), including, without limitation, all buildings, fixtures and other improvements located at 250 Lloyd Avenue, Providence, Rhode Island (the “**Improvements**”), all contracts, instruments and documents entered into in connection with the operation of the School and all employees of the School (collectively, the “**Assets**”), it being understood and agreed to by NEYM and Moses Brown that NEYM is not transferring title to any of the real property located at 250 Lloyd Avenue other than the Improvements (such real property, excluding the Improvements, shall be referred to herein as the “**Real Property**”). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in that certain Transfer Agreement dated on or about the date hereof by and between NEYM and Moses Brown (the “**Transfer Agreement**”).

TO HAVE AND TO HOLD all and singular the Assets to Moses Brown, its successors and assigns, to their own use and to have and to hold forever.

NEYM, for itself and its successors and assigns, does hereby authorize Moses Brown, its successors and assigns, in the name of NEYM and as such NEYM’s attorney, to do any and all things necessary or advisable to reduce the Assets to Moses Brown’s possession. NEYM, for itself and its respective successors and assigns, does hereby covenant with Moses Brown to execute, acknowledge, deliver and perform, or to authorize Moses Brown, as the agent and attorney of NEYM, to execute, acknowledge, deliver or perform, any and all further instruments and acts which may be reasonably required to transfer and assign to Moses Brown the Assets transferred or intended to be transferred hereby or to accomplish the intent and purpose hereof. NEYM, for itself and its successors and assigns, hereby covenants with Moses Brown, its successors and assigns, that NEYM is the lawful owner of the Assets, that the Assets are free from all liens, charges and encumbrances, that NEYM has full right, power and authority to sell the Assets, and that NEYM will warrant and defend the same against the claims and demands of all persons.

Notwithstanding any other provisions of this Bill of Sale to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions of that certain Transfer Agreement dated on or about the date hereof by and between NEYM and Moses Brown (the “**Transfer Agreement**”). This Bill of Sale is intended only to affect the sale and transfer of the Assets pursuant to the Transfer Agreement and shall be governed entirely in accordance with the terms and conditions of the Transfer Agreement. The agreements, obligations, assumptions and covenants of Moses Brown and NEYM under the Transfer Agreement are not merged into this Bill of Sale and shall, to the extent provided in the Transfer Agreement, survive the execution

and delivery of this Bill of Sale, and the performance of the consummation of all transactions provided for in the Transfer Agreement.

This instrument is binding upon, and shall inure to the benefit of Moses Brown and NEYM and their respective successors and assigns.

Signatures appear on following page

IN WITNESS WHEREOF, NEYM has caused this instrument to be executed by its duly authorized officer as of the date first written above.

WITNESS

THE NEW ENGLAND YEARLY MEETING OF FRIENDS

Name: _____

By: _____
Name: _____
Title: _____

AGREED TO AND ACCEPTED BY:

WITNESS

**MOSES BROWN SCHOOL
INCORPORATED**

Name: _____

By: _____
Name: Habib Y. Gorgi
Title: Clerk, Board of Overseers