

EXHIBIT B

**BILL OF SALE**

For good and valuable consideration, and in consideration of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), the receipt of which is hereby acknowledged, WINDESCO, INC. with an office located at \_\_\_\_\_. (“WINDESCO”), hereby sells, assigns, and transfers to \_\_\_\_\_ or its nominee, with a principal office at \_\_\_\_\_ 1 (the “**Purchaser**”), all right, title, and interest of WINDESCO in the assets described on the attached Exhibit A.

The Purchaser and the WINDESCO acknowledge and agree as follows:

1. This sale is made pursuant to, and subject to, the terms and conditions of that certain Memorandum of Sale dated \_\_\_\_\_ (the “**Purchase Agreement**”). *Capitalized terms used herein shall have the meaning provided in the Purchase Agreement.*

2. Purchaser hereby acknowledges and agrees that the sale of the Assets is made **WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER** by WINDESCO or its agents, whether expressed, implied, or imposed by law. Without limiting the generality of the foregoing total exclusion of representations and warranties, **THIS SALE IS MADE WITHOUT ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND WITHOUT ANY WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, OR THE LIKE IN THIS DISPOSITION.**

3. The Purchaser warrants and represents that the Purchaser (i) has made its own independent investigation and evaluation as to the nature and sufficiency of the Assets and the status of title to the Assets, and any fees, taxes, charges, fines, and other amounts that may be due in connection with the transfer, ownership or use of the Assets (ii) is acquiring the Assets **AS IS and WHERE IS, WITH ALL FAULTS**, (iii) has entered into this transaction after consultation with independent counsel, if any, of the Purchaser’s own selection, and (iv) is not relying upon any representation or warranty of WINDESCO, or any of its representatives or agents, in consummating this transaction,

4. Purchaser acknowledges that upon execution by the Purchaser of the Purchase Agreement, all risk of loss with respect to the Assets transferred to the Purchaser. The Purchaser further acknowledges and agrees that the Purchaser shall be solely responsible for obtaining possession of the Assets, and for compliance with any and all applicable laws, rules, and regulations relating to the Assets, and that by delivering this Bill of Sale, WINDESCO has performed all and singular of its obligations to the Purchaser in connection with this transaction.

5. The Purchaser’s sole and exclusive remedy, both at law and in equity, for any breach of this Bill of Sale by WINDESCO shall be limited to the refund of all or a portion, as may be appropriate, of the Purchase Price actually paid by the Purchaser. In no event shall WINDESCO ever be liable to the Purchaser (or the Purchaser’s successors and/or assigns) for any claims, damages, costs, expenses, or liabilities of any nature whatsoever, or for any incidental, consequential, special, or punitive damages arising out of any breach by WINDESCO of the terms and conditions of this Bill

of Sale or otherwise in any way relating to this transaction or the Assets.

6. This Bill of Sale shall inure to the benefit of, and be enforceable by, the Purchaser and WINDESCO and their respective successors and assigns.

7. This Bill of Sale is being delivered subject and pursuant to the terms and conditions of the Purchase Agreement, and the rights and obligations of the parties to the Purchase Agreement set forth therein and provisions thereof shall be neither limited, altered, or impaired nor enhanced or enlarged hereby or by performance hereunder. To the extent there is any conflict between the provisions of this instrument and the provisions of the Purchase Agreement, this Bill of Sale shall be controlling.

8. This Bill of Sale and any claim or dispute of any kind or nature whatsoever arising out of or in any way relating to this Bill of Sale, directly or indirectly, shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts (without regard to any choice-of-law principles that would dictate the application of the laws of another jurisdiction) and is intended to take effect as a sealed instrument. This Bill of Sale may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. Any signature delivered by facsimile transmission or PDF file shall be deemed to be an original signature hereto.

IN WITNESS WHEREOF, WINDESCO has caused this Bill of Sale to be duly executed as of \_\_\_\_\_, 2026.

WINDESCO, INC.

By: \_\_\_\_\_  
Name: MOHIT, DUA, DULY AUTHORIZED  
Title: PRESIDENT

ACCEPTED AND AGREED TO:

By: \_\_\_\_\_  
Name: \_\_\_\_\_, DULY AUTHORIZED  
Title:

