

- 1.03 The full purchase price shall include inventory of \$_____ at Sellers cost. If the actual amount is more or less, the difference shall be adjusted by the parties outside escrow.
- 1.04 Upon the execution hereof, Purchaser has paid or shall pay to Broker or other party, as escrow agent, the amount of \$_____. This money shall constitute an earnest money deposit toward the transaction contemplated hereby, and shall apply as a credit against the down payment at the closing hereof, subject to the provisions of Section 4.01 and 4.02 below. Any non-certified fund deposit shall be replaced with certified funds upon satisfactory completion of Section 3.02 below.
- 1.05 Broker shall have no liability to any party for any actions it takes as escrow agent hereunder, unless it shall be found to have acted with gross negligence or willful misconduct. Notwithstanding the foregoing, Broker shall have no liability under such circumstances for any action or omission that is taken or made in good faith, and believed by Broker to be authorized or within the rights and power conferred upon Broker by this agreement.
- 1.06 The following adjustments and prorations shall be made at closing:_____
- 1.07 Seller and/or Landlord shall deliver to Purchaser an acceptable lease or lease assignment, if applicable. This is to be handled outside of escrow.
- 1.08 Seller warrants that at the time of Closing, all equipment will be in working order and that the premises will pass all inspections necessary to conduct such business.
- 2.01 The execution hereof by Seller shall constitute the Seller's acceptance of the purchase price and the terms and conditions of sale set forth herein above. Upon the closing (as defined in Section 5.02 below) of the transaction contemplated hereby, Seller shall execute and deliver to the Purchaser such bills of sale with full warranties, assignments of instruments and such other documentation as shall be necessary to vest in the Purchaser good and marketable title to the business free and clear of any and all liens and encumbrances, except those expressly provided above.
- 3.01 If required, the Purchaser shall be responsible for giving notice of the transfer to the creditors listed in the Seller's list of creditors, and take such other action as may be necessary to protect Purchaser pursuant to the Bulk Transfer provisions of the Uniform Commercial Code.
- 3.02 This Offer to Purchase is subject to a satisfactory review of the Books, Records, and Operations of the business by the Purchaser and/or his agents. Seller shall provide access to same during normal business hours. Purchaser shall have ____ days to complete this review.
- 3.03 Seller shall enter into a Covenant Not to Compete for a period of _____ (____) years within _____.
- 4.01 In the event that this Offer to Purchase is accepted by the Seller, but the sale contemplated hereby is not concluded on the closing date as stated below, unless an extension is agreed upon in writing by all parties, due to the failure of Seller to meet the terms and conditions of this Offer to Purchase and in the absence of any fault on the part of the Purchaser, then Broker shall return to Purchaser the entire earnest money deposit.
- 4.02 Purchaser agrees that if he should fail or refuse to complete this transaction after acceptance by the Seller and all contingencies have been satisfied, then any funds or deposit will be at the Broker's option forfeited and shall be split equally between the Broker and the Seller by the Escrow Agent.
- 5.01 The closing date shall be on or before _____, at a location convenient to both buyer and seller. Closing cost shall be shared equally by Seller and Purchaser.
- 5.02 The closing of the transaction contemplated hereby shall be defined as the execution by Seller and Purchaser of those documents that shall transfer title of the business and asset's subject hereof from the Seller to the Purchaser.

- 6.01 Time is of the essence of this Offer to Purchase.
- 6.02 Broker shall bear no liability to either Purchaser or Seller in the event of the failure of either Purchaser or Seller to fulfill the obligations imposed hereby.
- 7.01 If the Seller fails to accept this agreement by 6:00 p.m. _____, 2008, then the Purchaser may revoke this agreement.
- 7.02 To the extent that this Offer to Purchase concerns some of the same subject matter as a Previous Listing Commission Agreement, this Offer to Purchase shall be an addendum to such Agreement between the Seller and Broker, and the terms and provisions of the two instruments shall be reconciled and construed accordingly, and this Offer to Purchase shall not constitute nor be construed to be an expressed or implied limitation or termination of such Previous Agreement.
- 7.03 Any party to this Offer to Purchase shall be entitled to obtain specific performance of this Agreement as a remedy cumulative to any other remedy at law, in equity, by statute or by contract.
- 7.04 This document contains the entire understanding of the parties and there are no oral agreements, understandings, or representations relied upon by the parties. Any modifications must be in writing and signed by all parties.
- 7.05 **THIS IS A LEGALLY BINDING DOCUMENT. READ IT CAREFULLY. IF YOU DO NOT UNDERSTAND IT, CONSULT AN ATTORNEY. BROKER IS NOT AUTHORIZED TO GIVE LEGAL ADVICE.**

Executed this _____ day of _____, 2008.

PURCHASER
By: _____
Title: _____

By: _____
Title: _____
Address: _____

Telephone: _____

BROKER: _____
By: _____
Title: _____

SELLER
By: _____
Title: _____

By: _____
Title: _____
Address: _____

Telephone: _____