

OFFER TO PURCHASE

TYPE OF SALE: Stock ___ Asset ___ Other ___

This Offer to Purchase made as of the date of execution hereof by and between _____, hereinafter referred to as Purchaser, and

hereinafter referred to as Seller, and _____, hereinafter referred to as Broker.

In consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1.01 Purchaser hereby offers to purchase the business known as _____ and described as follows:

(a) Location _____

(b) Ownership _____

1.02 As consideration for the purchase of said business, as above described, Purchaser shall pay to Seller the following amounts on the terms and conditions:

(a) Sales Price _____

(b) Down Payment _____

(Cash or Certified Funds only)

(c) Terms _____

(d) Other Conditions _____

(e) Assets included in sale _____

(f) Real estate included in sale _____

(g) Liabilities transferred _____

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.