LIBERTY
BUSINESS ADVISORS

Bkr	Date

Asset Purchase Agreement

INTRODUCTION: This is an offer and an agreement to buy and sell business assets, dated ______________________________.

1. DEFINITIONS: The following definitions and designations shall apply regardless of number or gender:

BUSINESS ____

Address ____

BUYER ____ SELLER ____

ASSETS: Assets of the Business include, but are not limited to, any accounts receivable, Inventory, equipment, trade fixtures, leasehold, leasehold improvements, contract rights, business records (with Seller retaining a reasonable right of inspection), software and software licenses, transferable governmental licenses and permits, other licenses, franchises, goodwill, covenant not to compete, trade secrets, patents, intellectual property, trade name, customer lists, marketing materials, telephone and fax numbers, web sites, URL's, email addresses, sales order backlog and __________________ __________________________________. Assets being sold shall not include bank accounts, deposits, cash, financial records (but Buyer shall have a right to make copies prior to Closing), or _______________________________________.

BROKER: Liberty Business Advisors of San Francisco Inc., DBA Liberty Business Advisors ("LBA")
CLOSING: Transfer of ownership of business assets from Seller to Buyer.

COP: Change of possession of business assets from Seller to Buyer.

DAYS: Calendar days.
INVENTORY: Current raw material, work in process, saleable finished goods and consumable supplies valued at lower of cost or market. Work in process and finished goods shall be valued at the actual cost of material and direct labor incurred by Seller.
SIGNING: Signing of this Agreement by both Buyer and Seller.

2. SALE OF BUSINESS ASSETS: Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the Assets for the price and on the terms and conditions set forth below.

3. CONSIDERATION: The Consideration shall be $____________________paid or credited as follows:

a. $___________________ as a deposit by Buyer upon signing this Agreement and included as part of the down payment. Broker is authorized to:
○ hold deposit check uncashed until escrow instructions are signed, or
○ deposit check into escrow trust account or broker trust account upon acceptance of offer.

b. $___________________ additional cash deposited in escrow upon signing of escrow instructions.

c. $___________________ additional cash deposited in escrow ___3___ days before Closing.

d. $___________________ additional down payment provided from third party financing as described in paragraph 5.d.

e. $0.00___________________ Total down payment ☐ See attached addendum for details of the down payment.
(a + b + c +d)

f. $___________________ assumption of specified liabilities, as detailed in attached addendum. If the actual balance differs at Closing, the ○ Seller note, or ○ down payment, shall be adjusted accordingly.

g. $___________________ approximate balance of a non-negotiable Seller note payable in equal monthly installments, including_________ per annum interest computed from COP, so as to fully amortize over ________months (i.e., $________________per month), with payments to begin one month from COP. Note shall be secured by a security agreement on the Assets, contain a right to prepay without penalty and be assumable with Seller's consent, which shall not be unreasonably withheld. Seller note shall be subordinated to any third-party financing described in 5.d. If Buyer is a corporation or other entity, its owners shall personally guarantee this note.
☐ See attached addendum for details of the Seller note.

h. $0.00___________________ Total
(e + f + g)

4. INVENTORY AND ACCOUNTS RECEIVABLE:

☐ The Consideration shall include Inventory of $______________and collectable accounts receivable of $_______________. If the actual amount of Inventory and accounts receivable at COP is less than the total of these figures, the Consideration and down payment shall be decreased accordingly, and if the actual amount is more than these figures, then the Consideration and Seller note shall be increased accordingly. If the amount has increased and there is not a Seller note, Buyer shall execute a promissory note to Seller, payable in equal monthly installments, including _______% per annum interest computed from COP, so as to fully amortize over __________ months, with payments to begin one month from COP. This note shall otherwise contain the same provisions as the note described in 3.g. above, or

○ At Closing, the Consideration and ☐ cash down payment or ○ Seller note, shall be increased by the cost of Inventory.

Notwithstanding the above, the Inventory shall not exceed $_______________(and Buyer can reject any part of the Inventory over that amount) or be less than $______________. The Inventory count shall be made on COP ○ by Buyer and Seller, or ○ by an independent inventory service with the fees to be divided equally between Buyer and Seller.

5. CONTINGENCIES: This Agreement is subject to the following conditions:

a. Due diligence periods. Within _____ days after Signing by both parties, Buyer will review all financial information provided by the Seller, inspect the Business and or property, all rules and regulations laws (zoning, health, environmental, fire, building, etc.) as well as all licenses and permits. If, in reliance solely on Buyer's own investigation and judgment, Buyer is satisfied with the results, Buyer shall remove all contingencies except: lease, or loan contingencies, and instruct the agent to open an escrow and proceed with the transaction.

b. During the Due Diligence Period, Buyer shall have the right to cancel this Agreement, without cost or penalty, if Buyer is dissatisfied with the information or inspection of the Business or Property.

c. Lease contingency: Within ______days from Signing or upon COP if sooner,

○ Written consent of the landlord to assignment of the existing premises lease or

○ The making of a new lease between the landlord and Buyer which is acceptable to Buyer.

d. Financing contingency:
   i. Buyer submitting complete loan application(s) to _____ lenders within _____days from Signing.
   ii. Buyer receiving a commitment letter for third party financing in the amount of $_____________within _____ days from Signing.
   iii. Buyer receiving funding in the amount indicated in 5.d.ii within _______days after Signing.

   Buyer shall use its best efforts to obtain said financing and Seller shall fully and promptly comply with lender requests for information and access to the Business.

e. Licenses: Closing is contingent upon the transfer or issuance of any permits and licenses the Buyer chooses to apply prior to close of escrow. Buyer is solely responsible for contacting the proper agencies, applying, and obtaining required permits and licenses.

f. Other contingencies:____

____

If Buyer is unable to satisfy conditions 5.c, 5.d, 5.e or 5.f within the specified time limits, Seller may terminate this Agreement by giving written notice to the Buyer to perform within (48) hours. If Buyer is unable to perform without any fault of his own, the Buyer's deposit will be returned, less any escrow costs, and the contract would be null and void.

6. ESCROW: The Consideration, closing costs and closing adjustments shall be paid through an escrow to be established with ____, the escrow holder. Upon removal of conditions 5.a, 5.b , Buyer and Seller agree to: sign the removal of contingency form, sign the authorization form instructing the Broker/Agent to open escrow, sign separate escrow instructions that define the duties of the parties and the escrow holder. All parties shall cooperate with the escrow holder in completing any documents and performing any acts necessary to complete the transfer of the Business Assets, including compliance with the Bulk Sale law if applicable. The Broker is a party to the escrow as to the payment of any broker's fees and an irrevocable assignee of the sale proceeds to the extent of such fees.

7. CLOSING: The estimated date for Closing is _______________________, 20_____. Buyer and Seller shall make their best efforts to complete Closing on or before that date. COP shall occur at Closing, unless the parties execute early possession by signing the LBA Early Possession form.

8. PURCHASE PRICE ALLOCATION: Before Closing, Buyer and Seller shall endeavor to allocate the purchase price among the Assets purchased and submit the allocation to escrow.

9. SELLER AND BUYER DISCLOSURE STATEMENTS:
   a. ☐ Seller shall provide to Buyer the completed Seller's Disclosure Statement within 3 days from Signing.
   b. ☐ Buyer shall provide to Seller the completed Buyer's Disclosure Statement within 3 days from Signing.

   The parties warrant the accuracy and completeness of their respective Disclosure Statements. The parties warrant that these representations are true, shall be true as of Closing and shall survive Closing.

10. SELLER REPRESENTATIONS & WARRANTIES: Except as noted in paragraph 10.j, Seller and its owners acknowledge and represent as follows:
    a. Seller is operating the Business in compliance with all applicable laws and environmental regulations. This compliance will not be violated by this sale and the Business will pass all applicable inspections upon COP. If any inspection by a government agency is required to complete Closing, Seller shall make whatever remedies are required to satisfy said inspection, and if remedies are not complete and paid for by Closing, then sufficient monies shall be held in Escrow to fund and or pay for the completion of such remedies.
    b. There are no claims, legal proceedings or investigations pending which would affect the Business or Assets being sold.
    c. The Business is in compliance with all material contracts relevant to the ownership and operation of the Business. All such contracts have been furnished to Buyer and are complete and in effect, and there are no undisclosed amendments.
    d. All financial information and statements furnished or to be furnished to Buyer are complete, accurate, prepared in a manner consistent with prior statements and fairly present the financial condition of the Business as of the dates stated on them. Since the date of the last financial statements furnished, there have been no material adverse changes in the aggregate in the assets, liabilities, revenues, expenses or any other items shown on such statements.
    e. All accounts receivable of the Business arose from the normal course of business, none have been previously assigned and they are fully collectable.
    f. All Inventory of the Business is marketable and in good condition.
    g. All Assets currently used in the Business are owned by Seller free from liens and encumbrances, and they are in good working condition, except as otherwise noted in 10.j.
    h. Seller does not guarantee that all current employees will remain employed in the Business after Closing, but Seller has no knowledge indicating that any employee who is not an owner would leave in the event of a sale.
    i. There are no liabilities of the Business for which Buyer will be liable, except as stated herein or in a further written agreement of the parties. Seller will honor and discharge when due, all excluded liabilities.
    j. Exceptions:____

    ____

    Seller warrants that these representations are true, shall be true as of Closing and shall survive Closing. Seller shall give Buyer prompt written notice of any material change in the above Seller Representations & Warranties and Seller Disclosure Statement. Seller shall indemnify and hold Buyer and Liberty Business Advisors including LBA's agents, employees, representatives, officers and directors harmless from any claims, liabilities or damage resulting from any breach of any of the above Seller Representations & Warranties and Seller Disclosure Statement.

11. BUYER REPRESENTATIONS & WARRANTIES: If in case Seller agrees to financing the portion of the purchase price for the Buyer, Buyer and, to the extent that the Buyer is an entity, its owners represent and warrant as follows:

    a. The disclosures in the Buyer Disclosure Statement are accurate and complete, shall be true as of COP and shall survive COP.

    b. Financial statements provided by the Buyer for Seller's due diligence are complete and accurate.

    c. If Buyer is an entity, Buyer has full corporate, or promoter, or similarly applicable, power and authority to execute and deliver this Agreement and consummate this sale. The execution of this Agreement and the consummation of this sale have been duly and validly authorized by all necessary corporate, or similarly applicable, action.

    d. Buyer has the financial ability to complete this purchase , subject to financing described in 6 .d.

    e. Buyer acknowledges that he solely relied on his own investigation in regards to profitability, future income, all rules and regulation laws (zoning, health, environmental, fire, building, etc.), as well as all licenses and permits and acknowledges that LBA / Broker's Agents are not qualified in regards to inspection of the Business and or property, legal, tax, environmental advice, or participating in any investigation for all rules and regulations laws (zoning, health, environmental, fire, building, etc.), as well as all licenses and permits, including profitability of the business.

    Buyer warrants that these representations are true, shall be true as of Closing and shall survive Closing. Buyer shall give Seller prompt written notice of any material change in the above Buyer Representations & Warranties and Buyer Disclosure Statement. Buyer shall indemnify and hold Seller and Liberty Business Advisors of San Francisco Inc. including LBA's agents, employees, representatives, officers and directors harmless from any claims, liabilities or damage resulting from any breach of any of the above Buyer Representations & Warranties and Buyer Disclosure Statement.

Buyer Buyer Seller Seller

12. INDEMNITY: Seller shall indemnify, defend and hold Buyer harmless from all claims, liabilities or obligations arising out of conduct of the Business prior to Closing. Buyer shall indemnify, defend and hold Seller harmless from all claims, liabilities or obligations arising out of conduct of the Business after Closing and or COP.
13. CONTINUITY: Pending Closing, Seller shall continue to operate the Business in the usual way, protect and preserve its Assets and goodwill, maintain the equipment in good working order, maintain good relations with suppliers, customers and employees and allow Buyer to make reasonable inspections.
14. NO MATERIAL ADVERSE CHANGES: From Signing until Closing, there shall be no Material Adverse Changes ("MAC"). MAC means any Material (as defined below) adverse change in the operations, assets, liabilities or financial condition of the Business. "Material" is defined as a level of significance that would have affected any decision of a reasonable person in the Buyer's position regarding whether to enter into this Agreement or would affect any decision of a reasonable person in the Buyer's position regarding whether to consummate the transaction contemplated by this Agreement. In the event of a MAC prior to Closing, Seller shall cure within (10) days from Seller's discovery or Buyer's written notice of the MAC and Escrow has an irrevocable right to cure the liability on behalf of the Seller from the proceeds of the sale. If the MAC is not cured, Buyer may terminate this Agreement with written notice and the Buyer's deposit will be returned less any escrow costs.

15. PRORATIONS, CREDITS, TAXES and EXPENSES:
    a. Except as otherwise noted in this Agreement, each party shall pay when due all operating costs and taxes incurred while that party is in possession and hold the other party harmless therefrom.
    b. Seller shall pay all wages, salaries and benefits, including without limitation, vacation, sick leave and other paid time off, payable to its employees prior to COP.
    c. Prorations: Utilities, personal property taxes, other taxes, insurances, rents, and other prepaid and accrued expenses of the Business transferred to Buyer shall be prorated to COP.
    d. Credits: Buyer shall credit Seller at Closing for lease deposits and other deposits transferred to Buyer, and Seller shall credit Buyer at Closing for customer deposits, unredeemed gift certificates and warranty claims assumed by Buyer.
    e. Buyer shall be responsible for all transfer fees and issuance fees associated with any required permits and licenses.
    f. Franchise transfer fee, if applicable, shall be paid by ____________, and training fee, if applicable, by ____________.
    g. Each party shall be solely responsible for its own accountants, attorneys, and other professional advisors.
    h. At Closing, Buyer shall pay any sales tax assessed on the sale of the Business Assets.
    i. Seller shall obtain and pay for any smog certificates needed and Buyer shall pay DMV fees assessed on registered vehicles included in the sale.
    j. Buyer and Seller shall pay equally all escrow fees and costs and other transfer costs except ______________________ ____.
    k. Warranty obligations on products/services sold prior to COP, if applicable, shall be governed by the attached addendum. In the absence of a signed addendum, there is no warranty reimbursement by Seller.
    l. After COP, Buyer shall remit to Seller upon receipt any refund of overpayments of worker's compensation premiums, taxes, trade payables or the like which relate to the period prior to COP.
    m. Seller shall defend and indemnify Buyer from any liability to the California Employment Development Department, the California Franchise Tax Board or the California State Board of Equalization arising from the operation of the Business until COP. Prior to the receipt by the escrow holder of releases of transferee liability from these agencies, the Buyer shall be protected from the possible imposition of transferee liability by a reserve set by the taxing agencies or approved by the Buyer and retained in escrow until such releases are obtained.

16. MATERIAL CONTRACTS: Seller shall transfer to Buyer the following contracts used in the operation of the Business, and the Buyer shall assume obligation for them:

- ☐ Advertising contracts, including yellow pages
- ☐ Alarm system agreements
- ☐ Copier agreements
- ☐ Other equipment leases
- ☐ Other equipment service agreements
- ☐ Software maintenance agreements
- ☐ Telephone agreements
- ☐ Vehicle agreements
- ☐ Web site agreements
- ☐ ______________________________
- ☐ ______________________________
- ☐ ______________________________
- ☐ ______________________________
- ☐ ______________________________

______ ______ ______ ______
Buyer Buyer Seller Seller

17. BROKER: Buyer acknowledges that Broker has furnished to Buyer financial and other information obtained from Seller and other sources, the accuracy and completeness of which have **not been verified by Broker,** and that Buyer is relying **solely on his own inspection of the Business**, its Assets, financial statements, business records, contracts, any assumed liabilities, operational history, future profitability and the representations by the Seller, and not on any representations of the Broker. Seller acknowledges that he is relying solely on his own investigation of the Buyer's creditworthiness and ability to complete this transaction and to successfully operate the Business, and not on any representations of the Broker. Should any such representations of Seller or Buyer be untrue, Buyer and Seller agree to look solely to each other for relief and shall release, hold harmless, indemnify and defend the Broker from any such claims. Buyer and Seller acknowledge and agree that Broker may receive a referral fee from an institutional lender.

18. AGENCY RELATIONSHIP CONFIRMATION: The following agency relationships are hereby confirmed for this transaction, and supersede any prior agency relationships:

SELLER'S BROKER **Liberty Business Advisors** DRE **01903901**	BUYER'S BROKER ____________________ DRE ________
Phone (925) 932-2450 Fax (925) 932-4395	Phone __________________ Fax____________________
Email ____	Email ____
Agent___________________________DRE_____________	Agent________________________ DRE______________

19. TRAINING: Seller and or knowledgeable person of the Business authorized by the Seller, individually, shall train Buyer in the operation of the Business for a period of 2 consecutive weeks from COP, for 20 hours per week, without additional cost to Buyer.

20. COVENANT NOT TO COMPETE: Seller and or his corporate entity shall not directly or indirectly carry on a similar business ○ within a radius of ____miles of the present location of the Business or ○ within ___________________________________, attempt to hire any existing employees of the Business, solicit any customers of the Business or assist anyone else except the Buyer to do so within these limits, or have any interest, directly or indirectly, in such business, except as an employee of the Buyer, for a period of ___consecutive years from COP. This covenant shall become an asset of the Business and may be transferred as part of any future transfer of the Business.

21. MEDIATION OF DISPUTES: Buyer and Seller shall mediate any dispute or claim between them arising out of this Agreement or any resulting relationship or transaction between such parties. Buyer understands that the Broker is acting as an agent of the Seller, and is ancillary to the entire transaction, and Buyer waives its right to bring an action directly against the Broker; unless they bring an action against the Seller. The Buyer and Seller shall mediate any dispute that they have and any party may demand mediation by notice to the other party or parties, which notice shall state the nature of the dispute to be resolved. Except as reasonably necessary for a party to seek equitable relief from a court, such as an injunction or other expedited relief (writ of attachment, specific performance, appointment of a receiver or similar remedies), Buyer, and Seller shall mediate any dispute or claim between or among them arising out of this Agreement or any resulting relationship or transaction between such parties The parties shall agree upon a mediator not later than the twentieth day after such notice is given. If the mediator cannot be agreed upon, the matter shall be submitted to the American Arbitration Association ("AAA") for appointment of a mediator. Mediation shall occur in the county in which the Business is located at the time of Signing. The parties shall have (90) days from the selection of the mediator to commence the first mediation session. The parties shall share all mediation costs equally. The parties agree that any mediated settlement agreement may be enforced according to the governing rules of civil procedure. Should either party fail to participate timely and in good faith in the selection process for the mediator, or in the mediation process, such party will be deemed to have refused mediation, and that party shall not be entitled to attorney fees that might be otherwise available to it in any subsequent court action or arbitration. This paragraph shall not apply to any action brought in the Small Claims Court. For purposes of this paragraph, the term "Broker" shall include LBA's agents, employees, representatives, officers and directors.

22. BROKER FEES and The Broker(s) identified in paragraph 18 has/have acted as the only Broker(s) for this sale and earned a broker fee. Seller agrees to pay Broker Fee(s) for services as follows:
○ __________percent of the Consideration to ____, Broker, or
○ or as per Representation Agreement between Seller and Seller's Broker.

23. Broker Fees shall be payable (a) at Closing, or (b) at COP, (c) if Closing is prevented by default of Seller, upon Seller's default, with the deposit returned to Buyer, and Broker may file a lien against the Business.

24. **LIQUIDATED DAMAGES: If Buyer fails to complete this purchase because of Buyer's default, Buyer shall relinquish and Seller shall retain, as liquidated damages, the entire sum of deposits paid under 3.a and 3.b, payable first to the Broker Fees and any remaining amount released to Seller. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to default under this Agreement. In any action, proceeding or arbitration relating to the payment of such a fee, the prevailing party shall be entitled to reasonable attorney's fees and costs.** Buyer initial Seller initial

25. LIMITATION OF BROKER'S LIABILITY: To the extent permitted by applicable law, the liability of Broker(s), their agents, employees, representatives, officers and directors, for errors or omissions, negligence or any other cause of action, is limited to the return of a maximum of 50% of the Broker's Fee, if any, paid to the Broker pursuant to this Agreement. Broker shall not be liable for any commission-related damages, losses, or claims arising from amounts the Broker did not actually receive or benefit from.

26. **STATUTE OF LIMITATIONS:** No action shall lie against LBA their agents, employees, representatives, officers or directors, for any claim, loss, liability, damages or alleged cause of action of any kind or nature whatsoever, under this Agreement or in connection with Broker's representation unless brought within twelve (12) months after Closing or termination of this Agreement for any reason whatsoever.

27. ACKNOWLEDGMENT AND PERSONAL GUARANTEE: By signing below, the Buyer and Seller each acknowledge that they have carefully read and fully understand this Agreement and have received a copy of it. The undersigned individuals signing for Buyer and Seller warrant that their signatures are legally sufficient to bind the Buyer and Seller. If the Buyer and/or Seller is a corporation or other entity, the undersigned personally guarantee(s) the performance of this Agreement and any other agreements necessary to complete the purchase.

28. SUMMARY: The entire agreement of the parties relating to the sale of the Business is set forth in this Agreement and can only be modified in writing signed by the parties. There are no other representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. This Agreement shall bind and benefit the parties and their legal successors and shall supersede any prior written or oral agreements. Buyer may not assign any rights under this Agreement without prior consent of Seller, except to an entity owned and controlled by the Buyer. Any unauthorized assignment will be void and unenforceable. Any assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement. This Agreement may be signed in counterparts and faxed and electronic signatures may be considered as originals. Captions in this Agreement are for convenience only and shall not be considered in construing its meaning. This Agreement shall be governed by the laws of the State of California. In any action, proceeding or arbitration between Buyer and Seller arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, except as provided in paragraph 18. Venue shall be the county in which the Seller's Broker's office is located.

29. NOTICES: All notices or approvals required or permitted by this Agreement shall be in writing and shall be addressed to the parties at the respective addresses set forth below. Notice shall be sufficiently given for all purposes when: (a) personally delivered to the recipient; (b) delivered to an overnight delivery service, charges prepaid or charged to the sender's account; or (c) verifiable electronic transmission. Any party or Broker may change its address by giving written notice of the change to the other parties and Brokers in accordance with the provisions of this paragraph.

30. ACKNOWLEDGMENT AND PERSONAL GUARANTEE: By signing below, Buyer and Seller each acknowledge that they have carefully read and fully understand this Agreement and have received a copy of it. The undersigned warrant that their signatures are legally sufficient to bind the Buyer and Seller. If the Buyer and/or Seller is a corporation or other entity, the undersigned personally guarantee the performance of this Agreement and any other agreements necessary to complete the purchase.

31. ACCEPTANCE: This offer shall expire unless it is accepted in writing by Seller and that acceptance is delivered to Buyer or Buyer's agent by _______ ○a.m. ○p.m. on ____________________, 20____. Any later acceptance shall constitute a counteroffer. Any offer can be withdrawn or revoked before acceptance is delivered to Buyer or Buyer's agent. The undersigned Seller accepts and agrees to sell the Business on the above terms and conditions.

Buyer Initials: _______ / _______ Seller Initials: _______ / _______

LIBERTY BUSINESS ADVISORS MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. NO PARTY OTHER THAN THE SELLER SHALL BE DEEMED A CLIENT OF LIBERTY BUSINESS ADVISORS. BUYER ACKNOWLEDGES AND AGREES THAT IT HAS NOT RELIED, AND SHALL NOT RELY, UPON ANY STATEMENT, REPRESENTATION, OR WARRANTY MADE BY LIBERTY BUSINESS ADVISORS IN ENTERING INTO THIS AGREEMENT, AND THAT ALL DUE DILIGENCE HAS BEEN CONDUCTED INDEPENDENTLY BY BUYER.

BROKER IS NOT LICENSED OR QUALIFIED TO PROVIDE LEGAL, ACCOUNTING OR TAX ADVICE. SELLER AND BUYER ARE ADVISED TO CONSULT WITH INDEPENDENT ATTORNEYS, ACCOUNTANTS AND OTHER COMPETENT PROFESSIONALS IN REGARDS TO ZONING, HEALTH, ENVIRONMENTAL, FIRE, BUILDING, ETC. IN ENTERING INTO AND COMPLETING THE TRANSACTION. BUYER IS SOLELY RESPONSIBLE TO OBTAIN ALL NECESSARY LICENSES AND PERMITS TO OPERATE THE BUSINESS IN COMPLIANCE WITH ALL GOVERNMENT AGENCIES, RULES, AND REGULATIONS.

THE UNDERSIGNED ACKNOWLEDGES READING AND UNDERSTANDING THE TERMS AND CONDITIONS ABOVE IN THIS FORM WHICH ARE FULLY INCORPORATED AS PART OF THIS AGREEMENT. IF SELLER IS A PARTNERSHIP, CORPORATION, LLC OR OTHER ENTITY, THE PERSON SIGNING BELOW ON BEHALF OF SUCH ENTITY REPRESENTS AND WARRANTS THAT HE OR SHE HAS THE FULL AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF SAID ENTITY AND ITS OWNERS. IF BUYER IS A PARTNERSHIP, CORPORATION, LLC OR OTHER ENTITY, THE PERSON SIGNING BELOW ON BEHALF OF SUCH ENTITY REPRESENTS AND WARRANTS THAT HE OR SHE HAS THE FULL AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF SAID ENTITY AND ITS OWNERS.THE UNDERSIGNED FURTHER ACKNOWLEDGES HAVING RECEIVED A FULLY COMPLETED COPY OF THIS AGREEMENT AND PERSONALLY GUARANTEES ITS PERFORMANCE.

☐ Subject to attached addendum

☐ Subject to attached counteroffer

______________________	__________	______________________	__________
Buyer	Date	Seller	Date
______________________	__________	______________________	__________
Buyer	Date	Seller	Date
______________________		______________________	
Corporation (or other entity)		Corporation (or other entity)	
by:____________________	__________	by:____________________	__________
Name and Title	Date	Name and Title	Date
Address______________		Address______________	
City, State Zip__________		City, State Zip__________	
______________________	__________	______________________	__________
Broker's Agent (for Buyer)	Date	Broker's Agent (for Seller)	Date

LIST OF ATTACHMENTS

- ☐ Equipment List
- ☐ Seller's Disclosure Statement
- ☐ Buyer's Disclosure Statement
- ☐ Agency Disclosure
- ☐ ______________________
- ☐ ______________________
- ☐ ______________________
- ☐ ______________________

Buyer Signature

Seller Signature