

ASSET PURCHASE AGREEMENT

1. **THE PARTIES.** This Asset Purchase Agreement (the "Agreement"), made this _____ (mm/dd/yyyy) between the following parties:

_____ (Buyer name) with a mailing address of _____, (the "Buyer"),

AND

_____ (Seller name) with a mailing address of _____, (the "Seller").

When both the Buyer and Seller are mentioned collectively, they shall be known as the "Parties."

2. **TANGIBLE ASSETS.** As part of this of this Agreement, the Buyer agrees to buy while the Seller agrees to sell: (check one)

- The Tangible Assets as described:

Description of Tangible Asset(s)	Price (\$)
_____	_____
_____	_____
_____	_____

- NO Tangible Assets.

3. **INTANGIBLE ASSETS.** As part of this of this Agreement, the Buyer agrees to buy while the Seller agrees to sell: (check one)

- The Intangible Assets as described:

Description of Intangible Asset(s)	Price (\$)
_____	_____
_____	_____
_____	_____

- NO Intangible Assets.

The Tangible Assets in Section 2 and the Intangible Assets of Section 3 shall be collectively known as the "Assets."

4. **PURCHASE PRICE.** The purchase price of the Assets is \$ _____ (the "Purchase Price").

5. DEPOSIT. As part of this Agreement: (check one)

- A deposit is required in the amount of \$_____ (the "Deposit"). The Deposit shall be: (check one)

- Non-Refundable except in the case of Section 11(b).

- Refundable within the Inspection Period mentioned in Section 6 or in the case of Section 11(b).

- A deposit by the Buyer is NOT required.

6. INSPECTION. The Parties agree that there: (check one)

- SHALL be an Inspection Period. The Buyer shall have a period of ____ (#) days to review the Assets and shall have the option to terminate this Agreement for any reason. If terminated, the Buyer shall have no obligations to perform under this Agreement and any refundable Deposit shall be returned to the Buyer within five (5) days (the "Inspection Period").

- SHALL NOT be an Inspection Period.

7. PAYMENT. The Purchase Price shall be paid in the following manner: (check one)

- To be paid at Closing, less any Deposit paid in Section 5.

- To be paid with Owner Financing provided by the Seller in accordance with the following payment structure:

a.) Down Payment (at Closing): \$_____

b.) Interest Rate: _____%

c.) Term: _____ (#) Months Years

d.) Payment Due: On the _____ (#) of every month.

8. FINANCING. This Agreement is: (check one)

- Contingent on the Buyer's ability to obtain financing from a 3RD PARTY. The Buyer has _____ (#) days to obtain such financing and to show evidence in the form of a pre-approval letter from a credible lender.

- Contingent on the Buyer's ability to obtain financing from THE SELLER. The Buyer has _____ (#) days to obtain approval from the Seller.

- NOT CONTINGENT on the Buyer obtaining financing. The Buyer must provide proof of funds within _____ (#) days from the Effective Date of this Agreement.

9. APPROVAL OF 3RD PARTY. For the Assets to be sold, there is: (check one)

- Requirement for consent or approval to sell the Assets by:

_____.

- NO Requirement for consent or approval from any 3rd party.

10. CLOSING. This transaction shall be closed on _____ (mm/dd/yyyy) at _____ AM PM or earlier at an agreed upon location by the Parties (the "Closing"). Any extension of the Closing must be agreed upon, in writing, by Buyer and Seller.

- a.) Closing Costs. All costs associated with the Closing shall be the responsibility of: (check one)
- The Buyer
 - The Seller
 - Both Parties bearing their own expenses.

11. TRANSFER OF ASSETS. The Seller makes the following covenants to the Buyer:

- a.) Title. A bill of sale shall be delivered at the Closing that shall transfer all the Assets mentioned in this Agreement and free and clear of all encumbrances. The Seller shall include any and all certificates and titles with the transfer of the Assets to be placed in the name of the Buyer or in a name the Buyer suggests.
- b.) Period Until Closing. Until the Closing, the Seller assumes all risk of loss, damage, or destruction to the Assets subject to this Agreement until the Closing. If the Assets are damaged or lost prior to the Closing that their valuation is affected, the Seller agrees to negotiate, in good faith, a reasonable reduction in the Purchase Price due to such loss. The Parties shall have _____ (#) days to negotiate such loss of value or this Agreement shall be considered void with any Deposit made by the Buyer to be refunded.

12. MEDIATION AND ARBITRATION. If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in _____ County, State of _____. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If the dispute is not resolved through mediation, the parties agree to submit the dispute to binding arbitration in _____ County, State of _____ under the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court with jurisdiction to do so. The prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

13. SELLER'S REPRESENTATIONS. The Seller covenants and represents the following:

- a.) Fiduciary Duty. The Seller agrees that during the purchase process to hold a fiduciary duty in the best interests of the Buyer. The Seller shall in no way conduct any action that would disrupt the on-going status of the Assets' value or condition. This obligation shall continue until the Closing.
- b.) Rights and Ownership. Seller makes the claim that they are the sole owner of the Assets with full rights to sell as stated in this Agreement. No other person has any claim, right, title, interest, or lien in, to, or on the Assets.
- c.) Outstanding Liabilities. The Seller has no outstanding liabilities, liens, judgments, or obligations that directly or indirectly affect the Assets.
- d.) Taxes. Seller claims that all taxes related to the Assets have been paid-in-full.

- e.) Insurance. If there is any insurance on the Assets, the Seller agrees to provide the Buyer with a copy of the current insurance policy, if any, to the Buyer within a reasonable time period. The Buyer has the option to assume the policy subject to the insurer's approval.
- f.) Outstanding Suits. There are no actions, suits, proceedings, or investigations pending or, to the knowledge of the Seller, threatened against or involving the Seller or brought by the Seller or affecting any of the Assets at law or in equity or admiralty or before any Federal, State, Municipal, or other governmental department, commission, board, agency, or instrumentality, domestic or foreign, nor has any such action, suit, proceeding, or investigation been pending during the preceding date hereof.

14. PARTIES' REPRESENTATIONS. The Parties represent and agree to the following:

- a.) Compliance with Agreement. The representations and warranties of the Seller contained in this Agreement or any certificate or document delivered pursuant to the provisions hereof or in connection with the transactions contemplated hereby shall be true on and as of the Closing as though such representations and warranties were made at and as of such date, except if such representations and warranties shall be true as of such date.
- b.) Injunction. On the day of Closing, there shall be no effective injunction, writ, preliminary restraining order, or any order of any nature issued by a court of competent jurisdiction directing that the transactions provided for herein or any of them not to be consummated as herein provided.
- c.) Buyer's Approval. All actions, proceedings, instruments, and documents required to carry out this Agreement, or incidental thereto, and all other related legal matters shall have been approved by counsel for the Buyer.
- d.) Casualty. The Assets, or any substantial portion thereof, shall not have been adversely affected in any material way as a result of any fire, accident, flood, or other casualty or act of God or public enemy, nor shall any substantial portion of the purchased property have been stolen, taken by eminent domain, or subject to condemnation. If the Closing occurs hereunder despite such casualty as a result of the waiver of this condition by the Buyer, the Seller shall assign or pay over to the Buyer the proceeds of any insurance or any condemnation proceeds with respect to any casualty involving the Assets that occur after the date hereof.
- e.) Adverse Change. Between the date of this Agreement and the Closing, there shall be no material adverse change of the Assets.

15. SELLER'S INDEMNIFICATION. The Seller agrees to jointly and severally indemnify and hold the Buyer, and assigns, harmless from any and all claims of any nature whatsoever, including without limitation:

- a.) Claims. Tort claims and claims made by creditors; and
- b.) Taxes. Claims that may be made hereinafter on account of Federal and State taxes, including, but not limited to, sales taxes, franchise taxes, unemployment taxes, Social Security taxes, excise taxes, and any other taxes of any nature or form on account of the Buyer ending on and accruing up to the Closing.

16. ACCESS TO INFORMATION: After the execution of this Agreement, the Buyer shall have full access to any and all information in reference to the Assets. The Buyer shall maintain a fiduciary duty to keep the information that it obtains confidential and agrees to not share with any third (3rd) party unless the Seller gives their written consent.

17. RETURN OF MATERIALS. Any information that is obtained by the Buyer through the Seller shall be returned if there is no Closing.

18. CONFIDENTIALITY. All negotiations regarding the Assets between the Buyer and Seller shall be confidential and not to be disclosed with anyone other than respective advisors and internal staff of the Parties and necessary third (3rd) parties. No press, or other public releases, will be issued to the general public concerning the Assets without the mutual consent or as required by law, and then only upon prior written notice to the other party unless otherwise not allowed.

19. CURRENCY. All mentions of money or the usage of the "\$" icon shall be known as referring to the US Dollar.

20. SEVERABILITY. In case any provision or wording in this Letter of Intent shall be held invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

21. GOVERNING LAW. This Letter of Intent shall be governed under the laws by the State of _____.

22. ENTIRE AGREEMENT. This Agreement contains all the terms agreed to by the parties relating to its subject matter including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements.

23. SIGNATURES.

Seller

Signature: _____ Date: _____

Printed Name: _____

Buyer

Signature: _____ Date: _____

Printed Name: _____