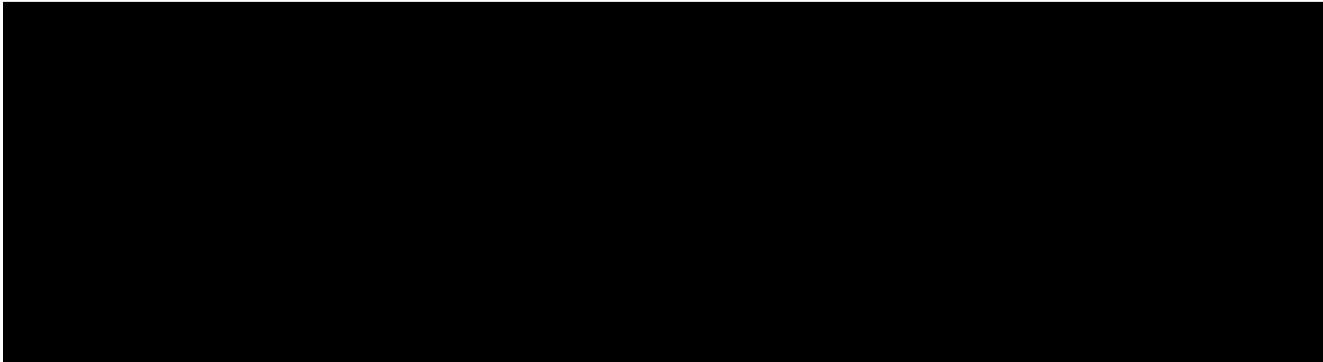


NOTICE: THIS IS AN EXAMPLE AGREEMENT DEVELOPED BY A LAW FIRM BUT SHOULD NOT UNDER ANY CIRCUMSTANCES BE USED AS IS WITHOUT CONSULTING AN ATTORNEY. BUSINESS-BUYING-HELP.COM AND ITS AFFILIATES AND OWNERS ARE NOT IN THE BUSINESS OF DISPENSING LEGAL OR ACCOUNTING ADVICE.

ASSET SALE AND PURCHASE AGREEMENT

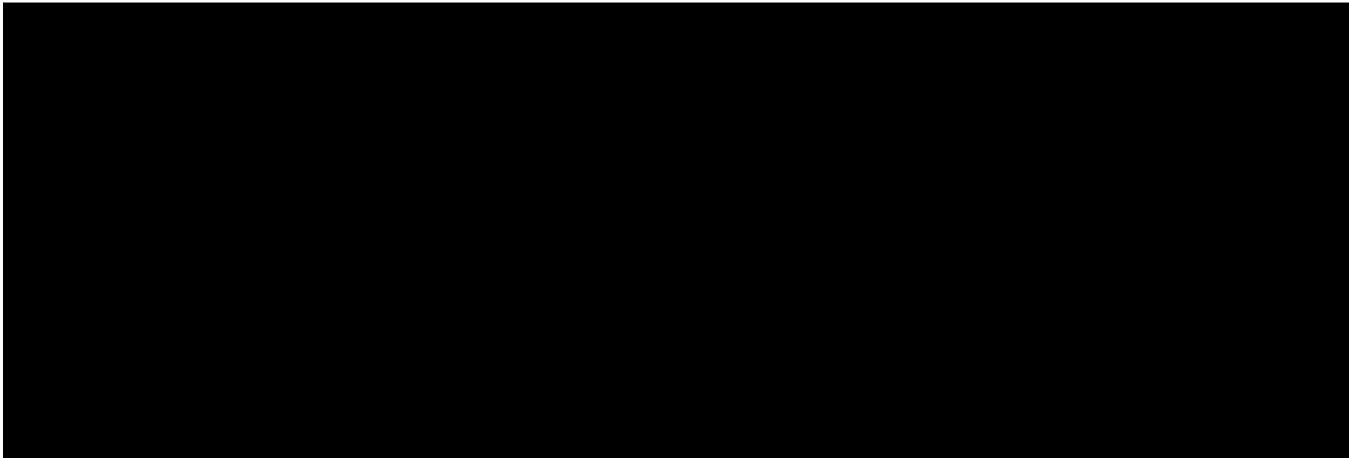
THIS AGREEMENT is made this ____ day of _____, 20____, by and between _____, a _____ corporation, located _____ at _____ (“Purchaser”) and _____, located at _____ (the “Seller”).



said lease, upon the terms and subject to the conditions set forth in this Agreement; and

NOW, THEREFORE, in consideration of the mutual provisions, representations, warranties, covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE 1
PURCHASE OF ASSETS

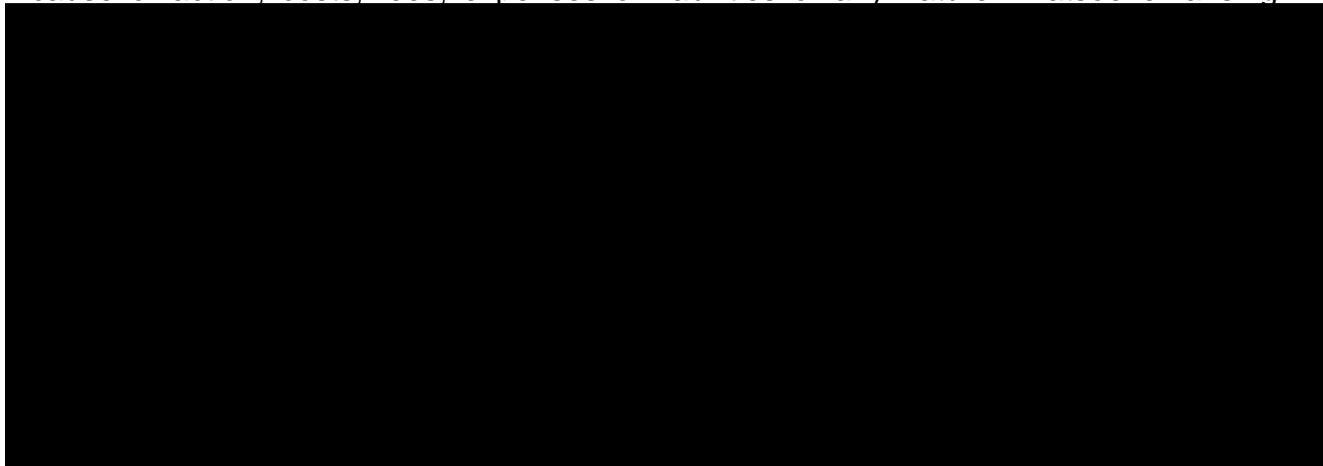


“Equipment”);

(b) All intangible personal property, business records reasonably necessary for the operation of the Business utilized by the Seller in connection with the operation of the Business, customer lists and goodwill (the “Intangible Property”);

(c) All rights under lease affecting any personal property with the Seller as lessee, and all contracts, advertisement contracts, books of account, files, paper, and all records located at the Business which the Seller warrants are all of the contracts directly relating to the operation of the Business and which are listed on “Exhibit B” hereto (the “Contracts”); and

(d) All Seller’s rights under the lease for the Business through the current terms of the respective lease. Purchaser agrees to accept the assignments of lease and to perform the terms of all lease for the Business and to indemnify, save harmless and defend the Seller from and against any and all claims, liabilities, actions, cause of action, costs, fees, expenses or liabilities of any nature whatsoever arising



1.2 Excluded Assets. Notwithstanding anything herein to the contrary, Purchaser does not purchase, and Seller does not sell, any of the following assets (the “Excluded Assets”):

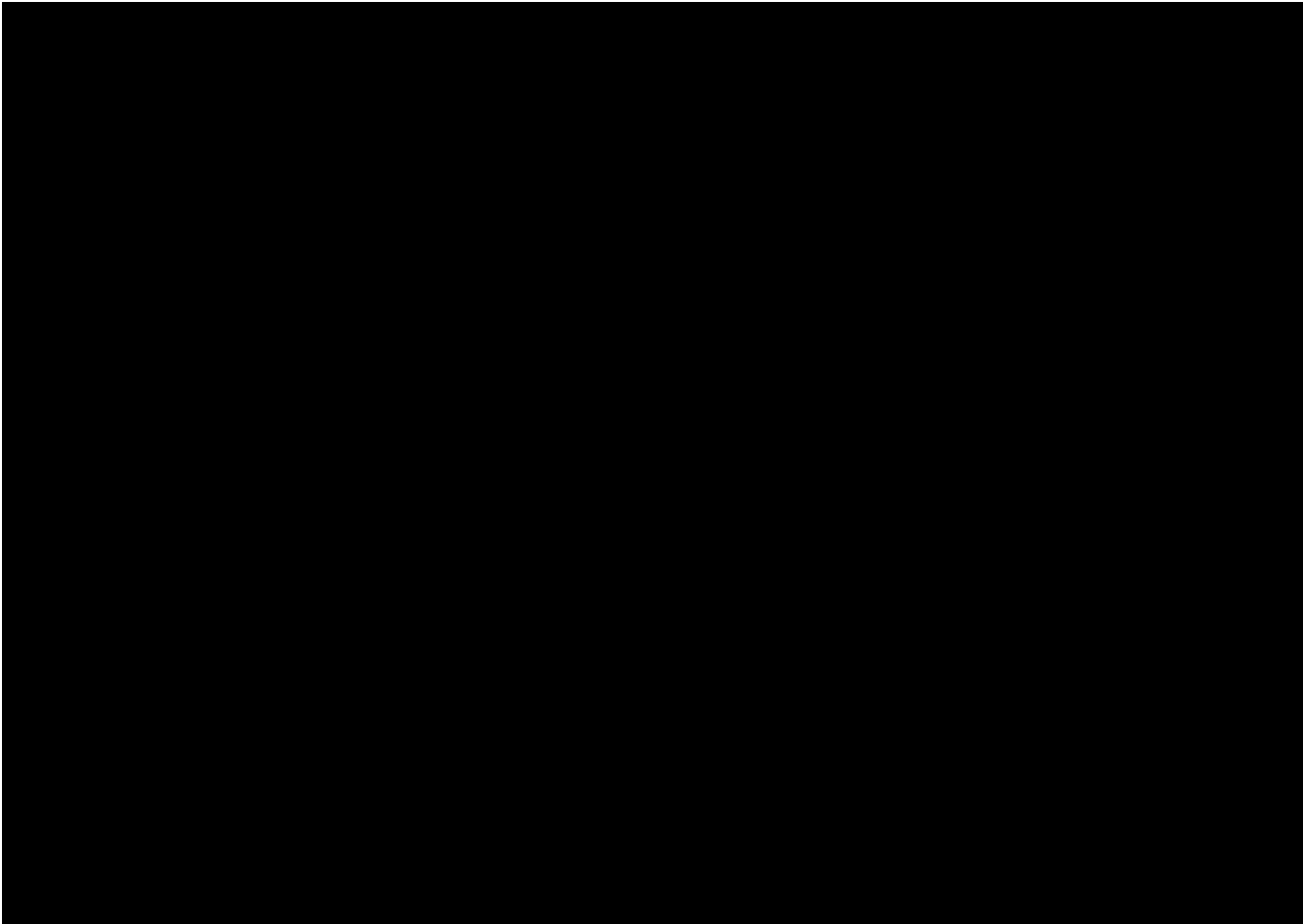
- (a) Seller’s corporate minute book and corporate records;
- (b) Cash on hand, cash equivalents;
- (c) Accounts and Notes receivable. Purchaser shall immediately pay over to Seller all amounts received by Purchaser after closing on account any and all of the Seller’s account receivables;
- (d) Security deposit under lease (which will be assigned to Purchaser, for a dollar for dollar payment by Purchaser to

Seller at closing);

(e) _____
_____.

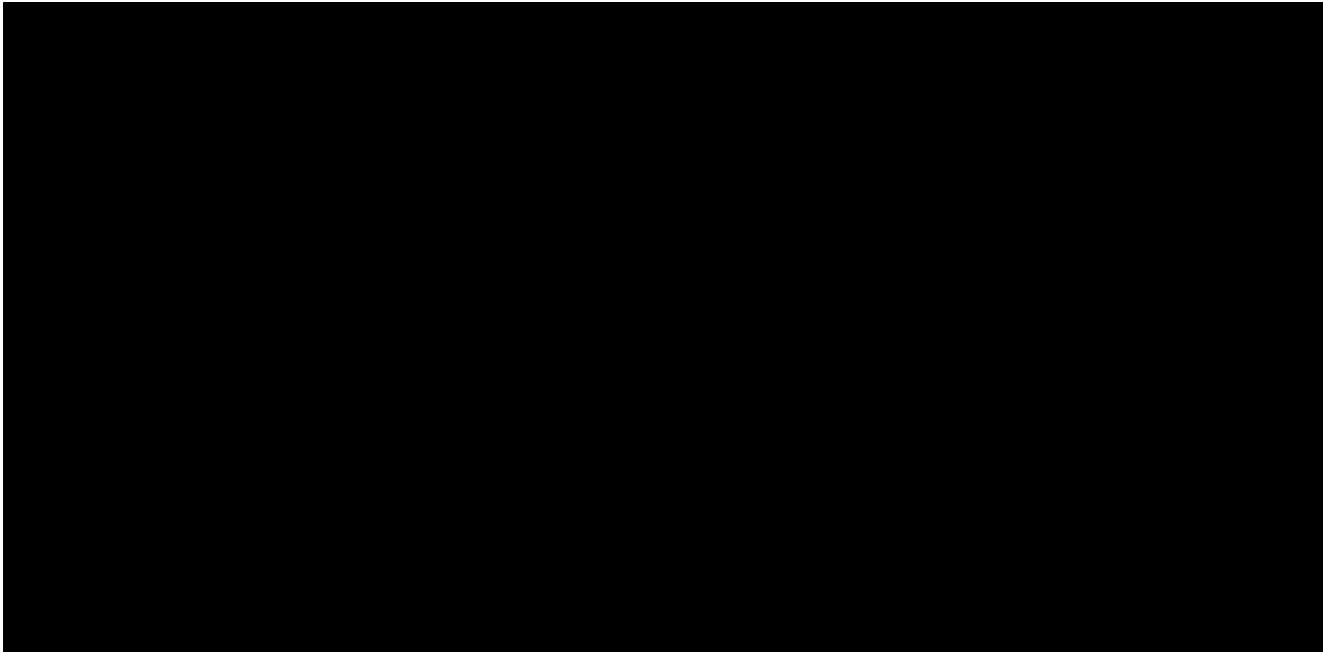
1.3 Liabilities and Obligations Not Assumed. Except as otherwise provided elsewhere in this Agreement, Purchaser shall not assume and shall not become liable in any manner for any liabilities, obligations or undertakings of Seller of any kind or nature whatsoever, whether fixed or contingent, known or unknown, determined or determinable, due or not yet due.

ARTICLE 2
PURCHASE PRICE AND PAYMENT



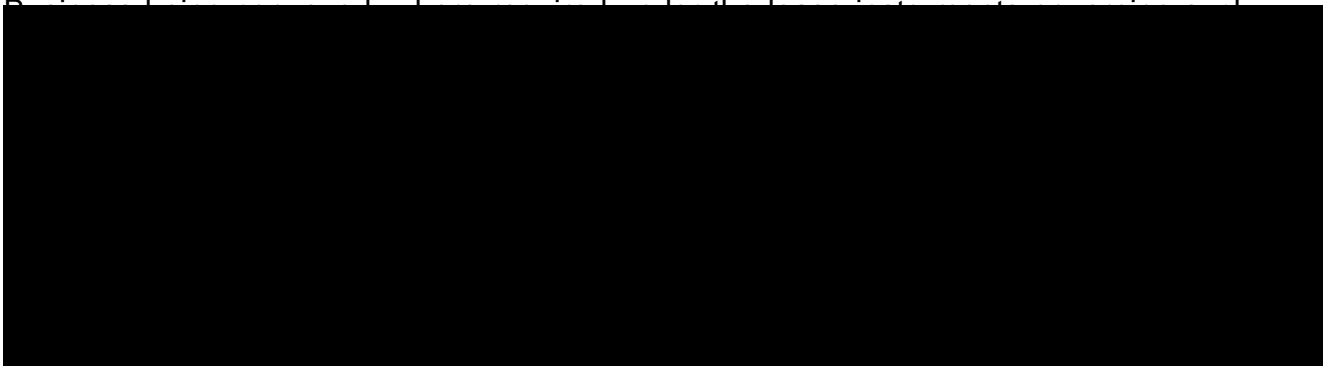
ARTICLE 3
ADJUSTMENTS

3.1 At closing the parties shall adjust, prorate and pay for the following items, which shall be determined using 11:59 pm on the date preceding the date of closing as a proration date.



ARTICLE 4
APPROVALS REQUIRED

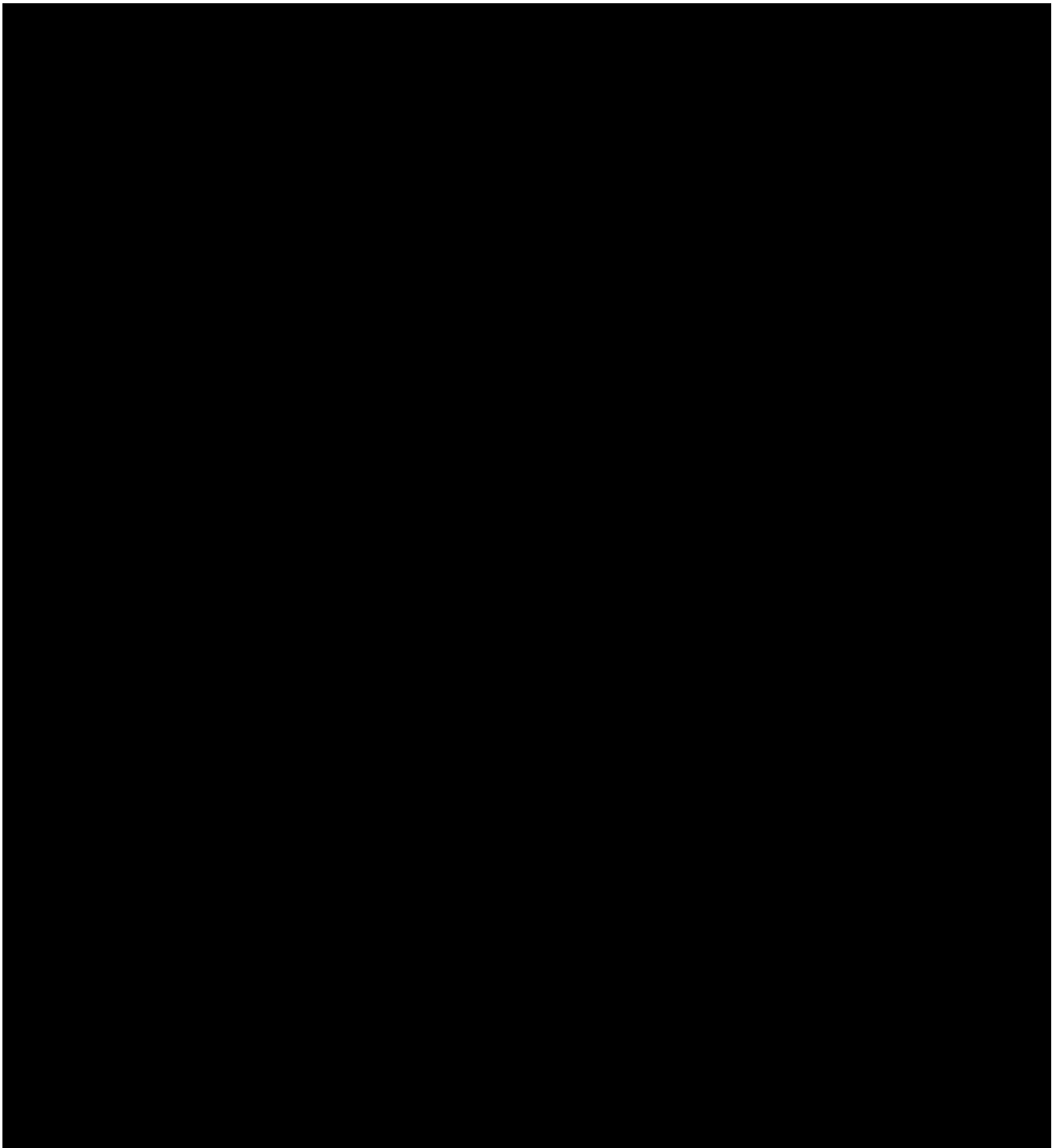
4.1 Landlord's Approval. This Agreement shall be specifically contingent upon the Purchaser receiving the approval of the landlord under the lease at the



ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF SELLER

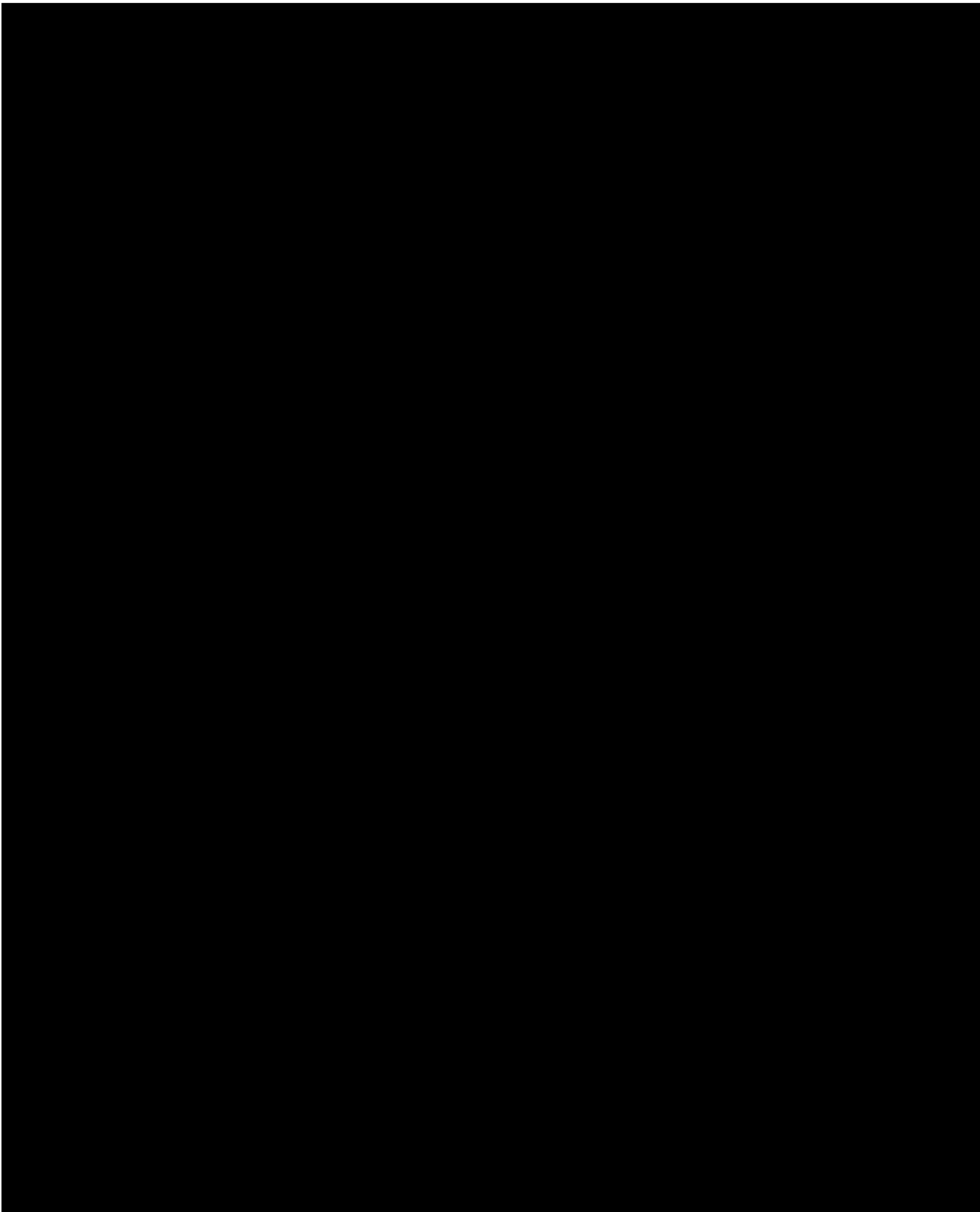
Seller makes the following representations and warranties to Purchaser with the intention that Purchaser may rely upon the same and acknowledges that the same shall be true on the date hereof and as of the Closing Date (as if made on the Closing Date) and shall survive of this transaction.

5.1 Organization and Corporate Power.
_____, is a _____ corporation duly organized, validly in good standing under the Laws of the State of _____. Seller has full power and authority (corporate or otherwise) to own its assets, to hold under lease the real property it presently holds under lease,

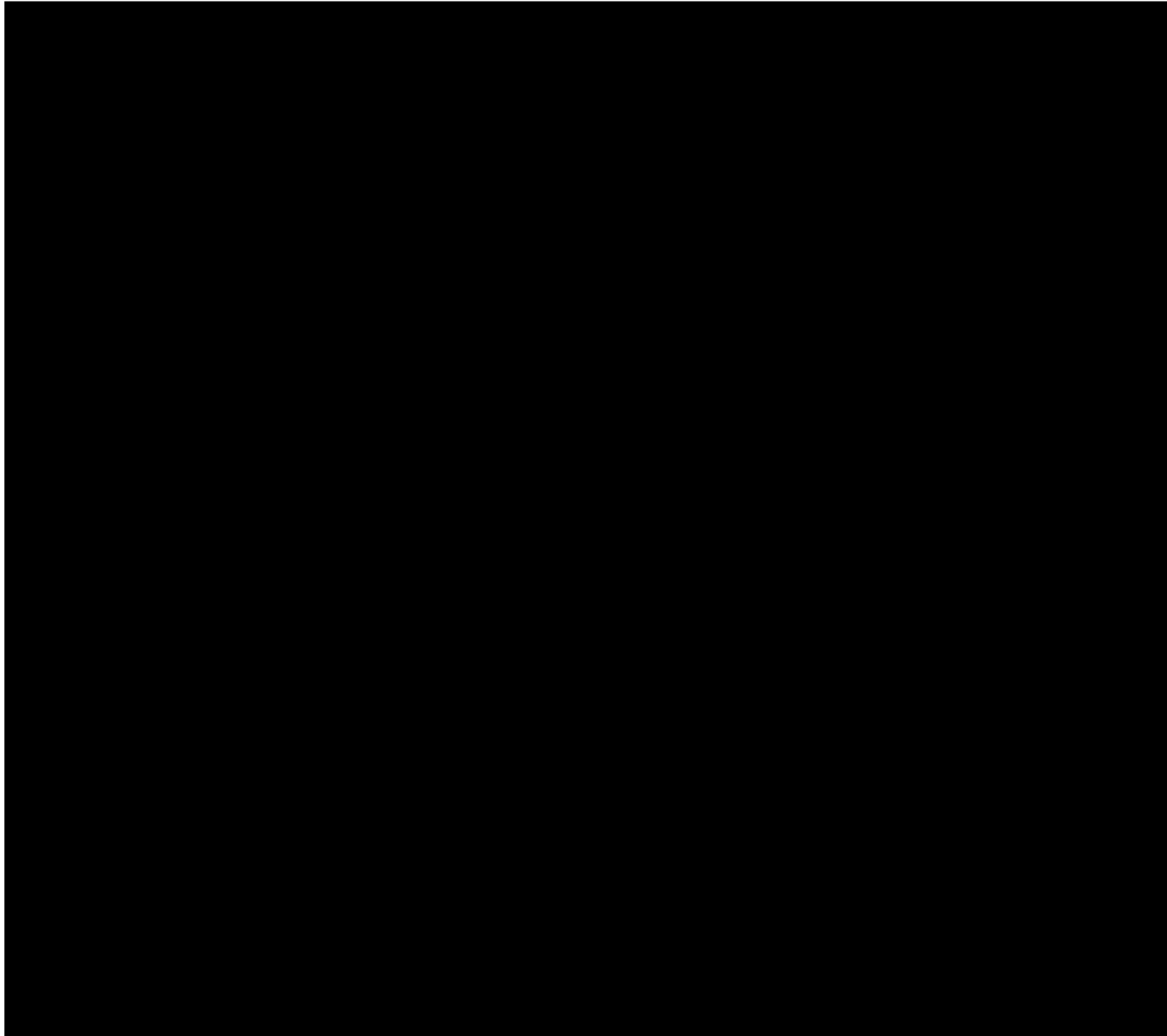


5.4 Assets. Seller owns, and will transfer, to Purchaser at Closing, title to all of its Assets and Assumed Contracts free and clear of all mortgages, security interests or any other encumbrance. All such Assets will be transferred to Purchaser in their existing condition "AS IS" without any representation, express or implied, as to their fitness for any specific purpose.

5.5 Commissions or Finder's Fees. Seller has utilized _____ as the broker and/or finder in connection with the contemplated



ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF PURCHASER

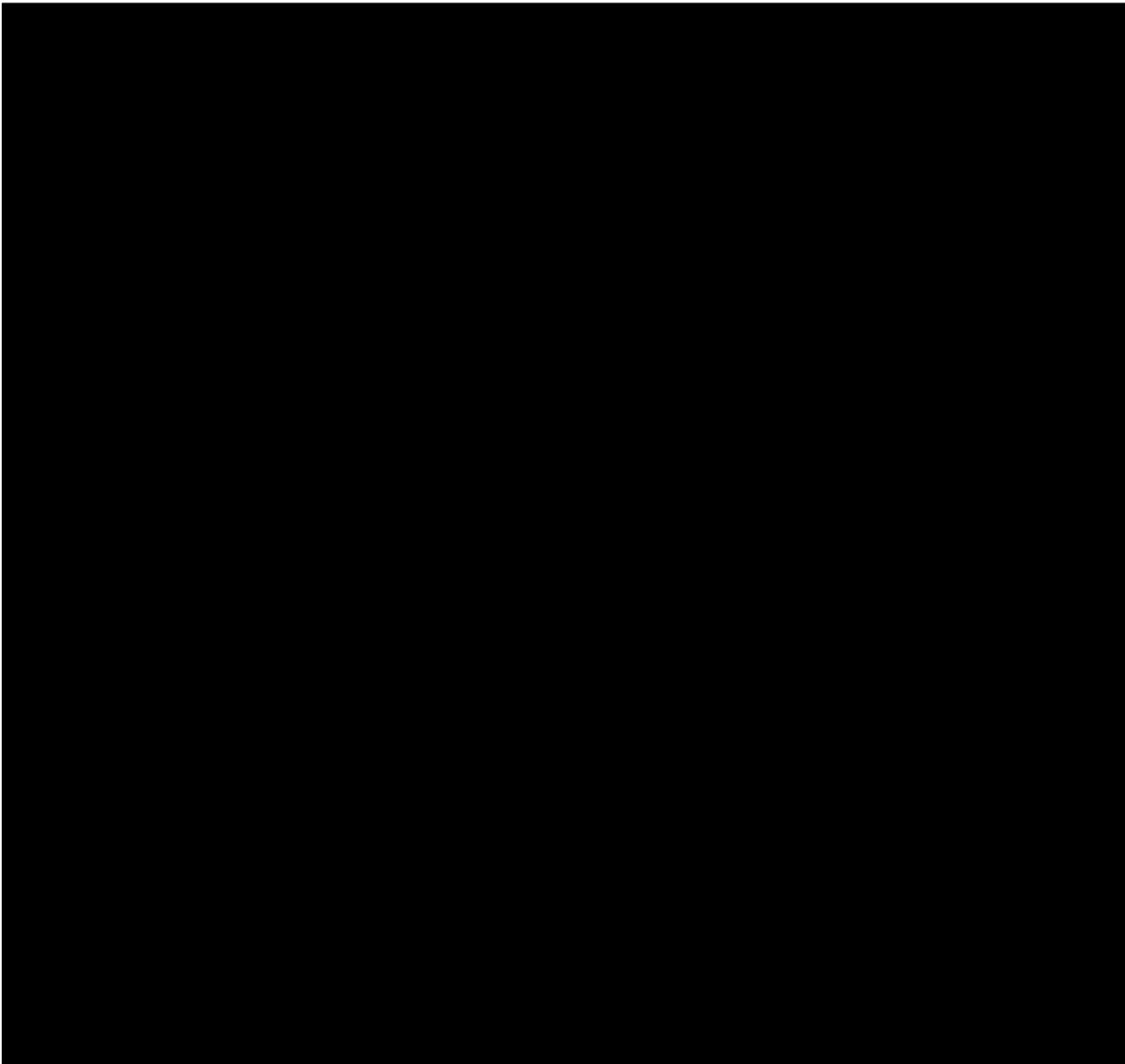


6.3 No Violation. Except for obtaining the required approvals, the execution, delivery and performance of this Agreement and the other Transaction Documents by Purchaser and the consummation by Purchaser of the transactions contemplated hereby and thereby do not and at closing will not: (a) violate its Governing Instruments; (b) violate or conflict with or constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under any material agreement, indenture, instrument or understanding to which Purchaser is a party or by which it is bound; (c) violate any judgment, decree, law, rule or regulation to which Purchaser is a party or by which it is bound; (d) result in the creation of, or give any party the right to create any encumbrance upon the property and assets of Purchaser; (e) terminate or modify, or give any third party the right to terminate or modify the

provisions or terms of any material agreement or commitment to which Purchaser is a part or by which Seller is subject or bound; or (f) result in any suspension, revocation, impairment, forfeiture or nonrenewal of any material permit, license, qualification, authorization or approval applicable to any Purchaser.

ARTICLE 7
CONDITIONS OF CLOSING: ABANDONMENT OF TRANSACTION

7.1 Conditions to obligations of Purchaser to Proceed on the Closing Date. The obligations of Purchaser to proceed on the closing Date shall be subject to the satisfaction, on or prior to the Closing Date, of all of the following conditions:

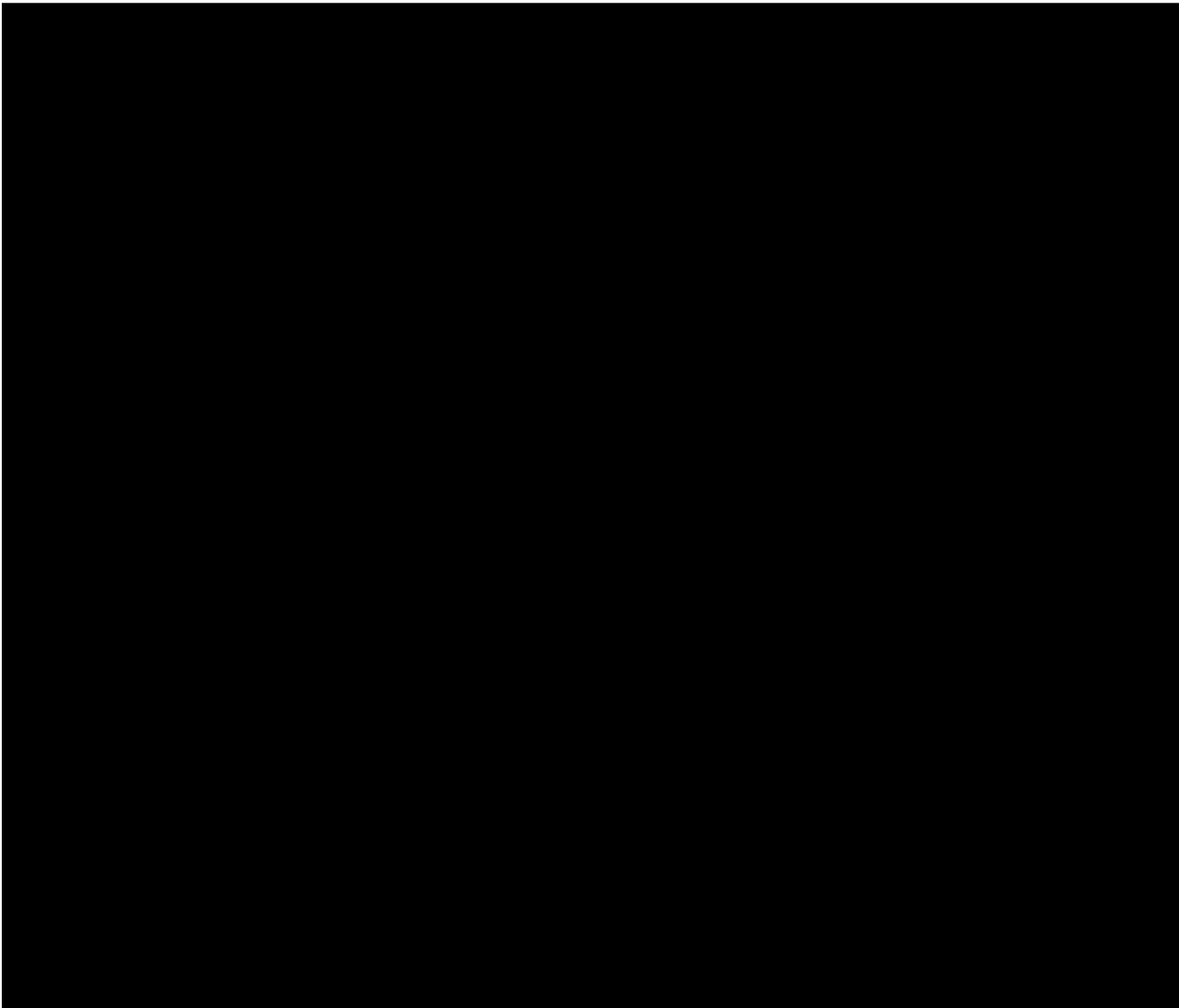


Closing set forth above or elsewhere in this Agreement.

(b) By Seller pursuant to written notice delivered at or prior to the Closing if Purchaser has failed in any material respect to satisfy the conditions set forth above or elsewhere in this Agreement.

7.4 Liquidated Damages. In the event that the Purchaser should default under this contract, the parties agree that the damages that Seller will sustain as a result thereof will be difficult, if not impossible, to ascertain; and, therefore, the parties agree that in the event of Purchaser's default, the Seller shall be entitled, as its sole remedy for Purchaser's default hereunder, to retain as liquidated damages the deposit made herewith. A termination of this Agreement as a result of the failure to receive liquor license approval caused by the Purchaser shall be a default by Purchaser.

7.5 Escrow Agreement.



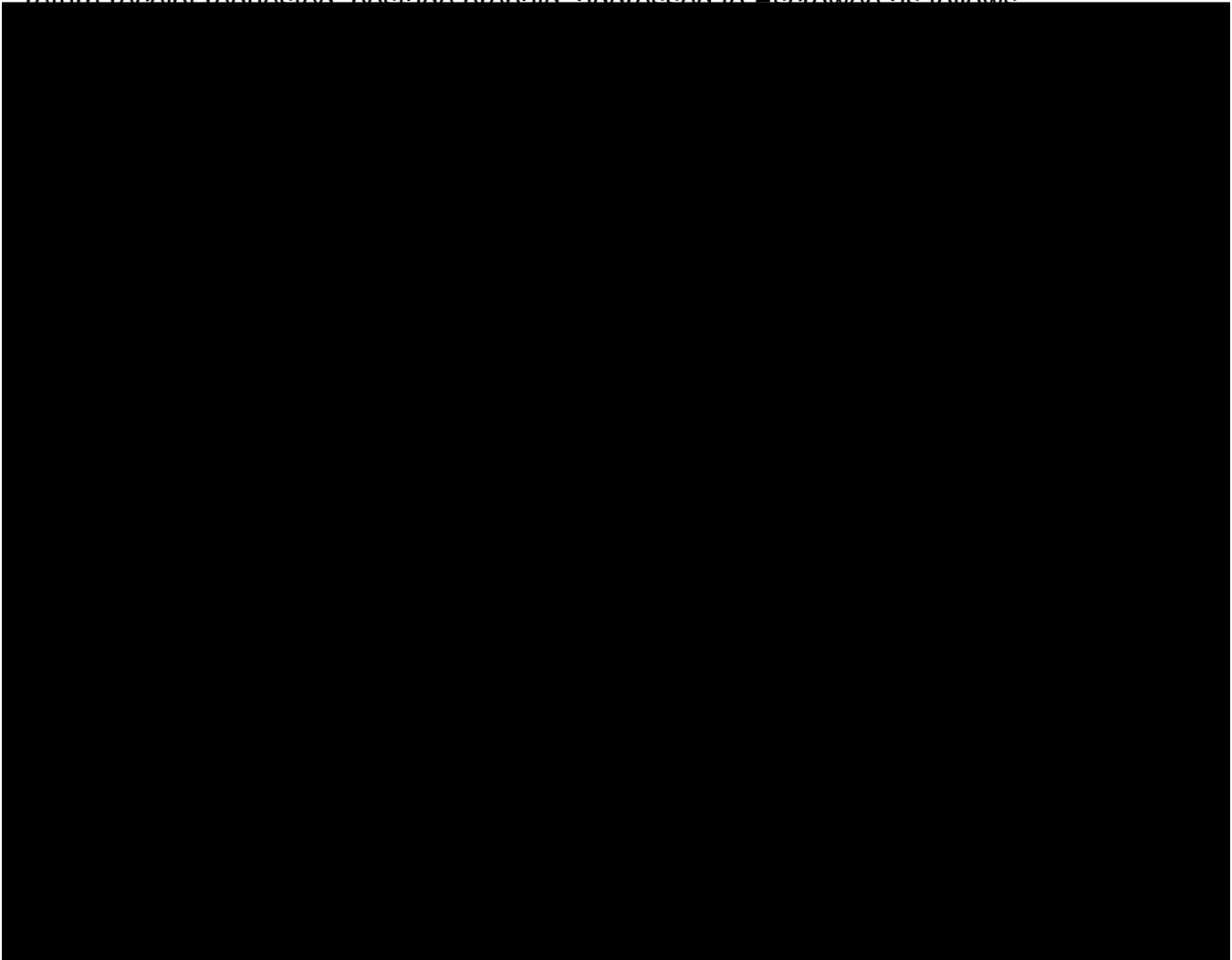
harmless Escrowee from and against any and all loss, cost, claim, cause of action, damage, liability, and expense (including reasonable attorneys' fees and expenses and court costs) which may be incurred by reason of its acting as Escrowee unless same arises out of Escrowee's negligence or willful misconduct.

(d) Escrowee shall be entitled to rely upon any judgment,

certification, demand, or other writing delivered to it hereunder without being required to determine the authenticity or the correctness of any fact stated therein, the propriety or validity thereof, or the jurisdiction of a court issuing any such judgment. Escrowee may act in reliance upon (a) any instrument or signature believed to be genuine and duly authorized, and (b) advice of counsel in reference to any matter or matters connected herewith.

(e) Any notice, demand, or other communication to Escrowee

hereunder shall be in writing and delivered by and or sent by certified or registered mail, return receipt requested, postage prepaid, addressed to Escrowee as follows:

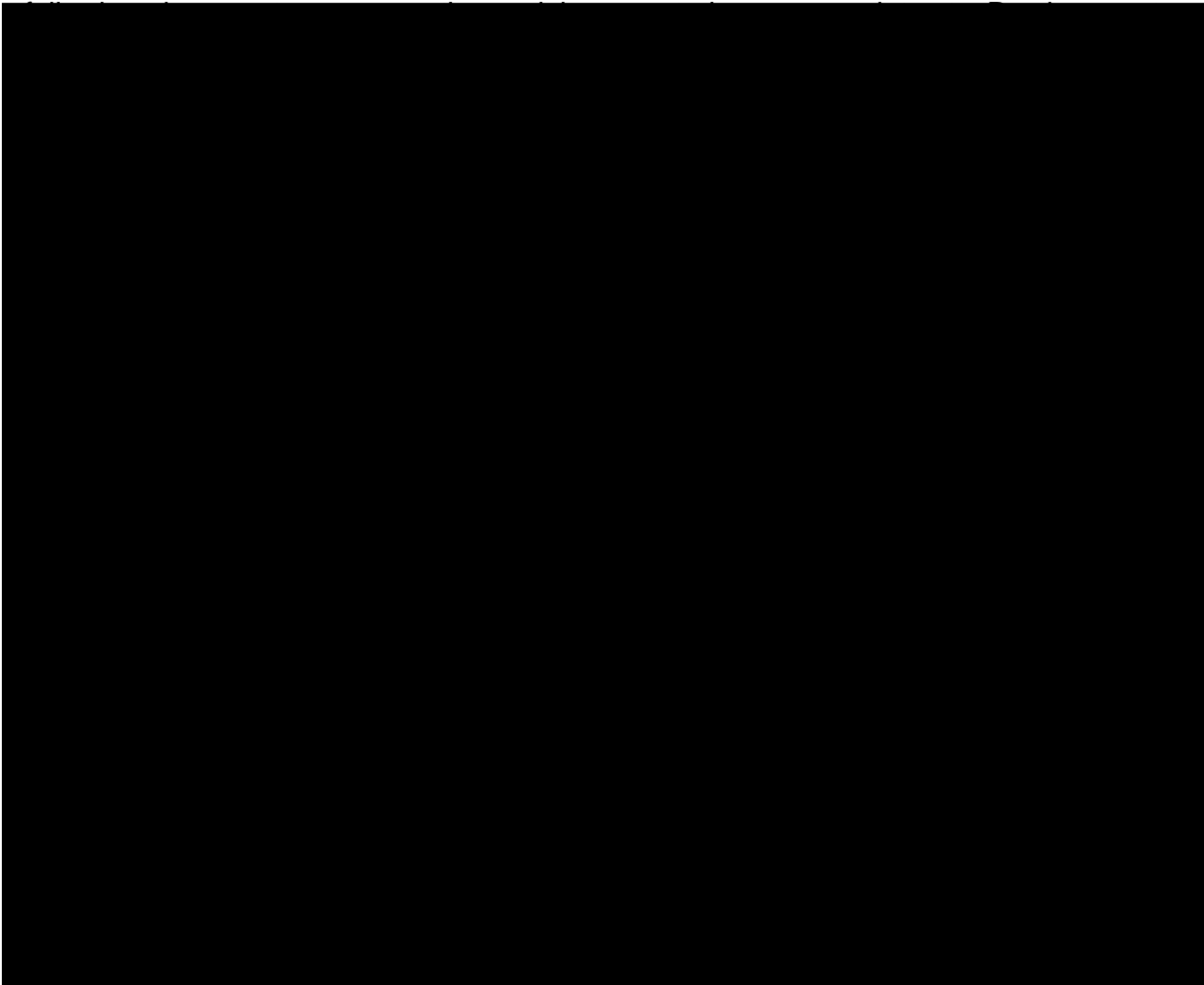


(f) Purchaser acknowledges that the Escrowee is attorney for Seller and that in event of a dispute arising between Seller and Purchaser, Escrowee shall not be disqualified from representing Seller by reason of its role as Escrowee.

ARTICLE 8
CLOSING DOCUMENTS

8.1 Closing. The Closing of the transaction contemplated by this Agreement (the "Closing") shall take place on or about _____ at the offices of Purchaser's counsel at _____, at such time as the parties mutually agree upon in writing, or at such other location and time as the parties mutually agree upon in writing. Such date of Closing is referred to herein as the Closing Date.

8.2 Documents to be Delivered by Seller. Seller agrees to deliver the



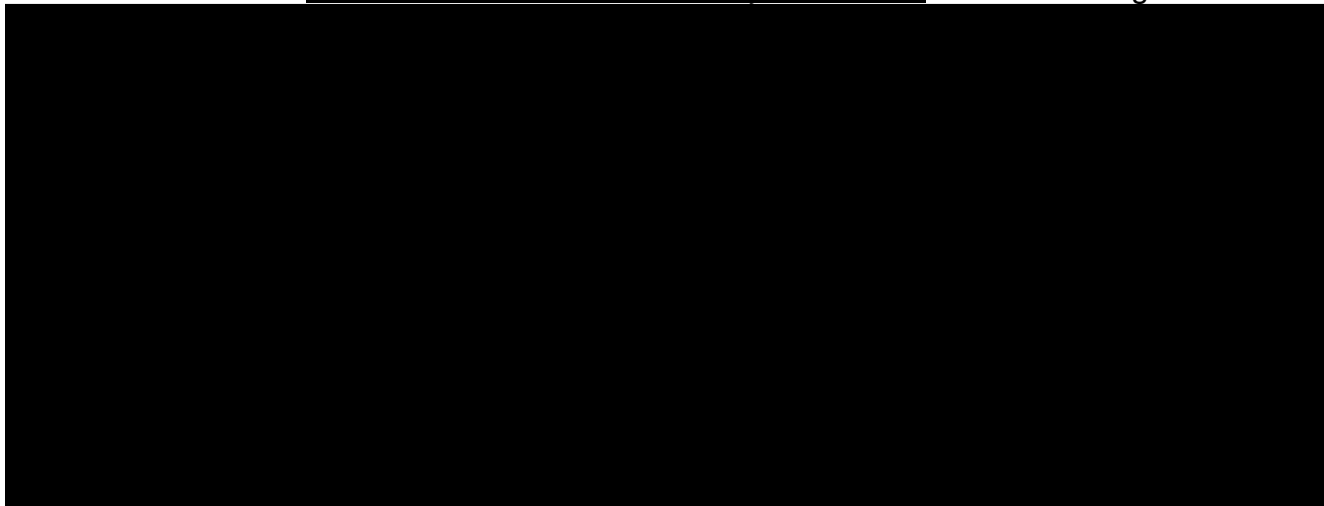
(b) The right and remedy to require the individual subject to the provisions of the restrictive covenant, if directed to do so by any court having equity jurisdiction, to account for any pay over to the Purchaser all compensation, profits, monies, accruals, increments or other benefits (collectively the "Benefits") derived or received by such individual(s) as a result of any transactions constituting a breach of any of the provisions of the restrictive covenant and the individuals subject to such restrictive covenant agree to account for any pay over such Benefits to the Purchaser.

Each of the rights and remedies enumerated above shall be independent of the other and shall be severally enforceable, and such other rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available to the Purchaser under law or in equity.

If any of the covenants contained herein is hereafter construed to be invalid or unenforceable, the same shall not affect the remainder of the covenant or covenant(s), which shall be given full effect, without regard to the invalid portions. If such covenants, or any part thereof, is held to be unenforceable because of the duration of such provision or the area covered thereby, the parties agree that the court making such determination shall have the power to reduce the duration and/or area of such provision and, in its reduced form, said provision shall then be enforceable.

In the event of any action, suit or the proceeding, in law or in equity, is brought to enforce the covenants contained herein or to obtain money damages for the breach thereof, and such actions results in the award of a judgment of money damages or in the granting of any injunction in favor of the Purchaser, all expenses (including reasonable attorneys' fees) of the Purchaser, in such action, suit or other proceeding shall (upon demand of the Purchaser) be paid by the breaching party.

8.3 Documents to be Delivered by Purchaser. Purchaser agrees to



ARTICLE 9
POST CLOSING OBLIGATIONS

9.1 Further Documents and Assurances. At any time and from time to time after the Closing Date, each party shall, upon request of another party, execute, acknowledge and deliver all such further and other assurances and documents, and will take such action consistent with the terms of this Agreement, as may be reasonably requested to carry out the transactions contemplated herein and to permit each party to enjoy its rights and benefits hereunder.

ARTICLE 10
GENERAL

10.1 Covenant by Seller and Buyer. Seller and Purchaser covenant and agree to use their best efforts to comply with the conditions of this Agreement, to lend every reasonable effort on their parts to assist each other in obtaining all necessary consents, approvals and waivers required hereby.

10.2 Damage to Purchased Assets. The risk of loss, destruction or

10.5 Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given, when received, if delivered by hand, telegram, telex or telecopy, and, when deposited, if placed in the mails for delivery by air mail, postage prepaid, addressed to the appropriate party at his or its address set forth below (which addresses may be changed by written notice given pursuant to this Section 10.5, however any such notice shall not be effective, if mailed, until three (3) working days after depositing in the mail or when actually received, whichever occurs first):

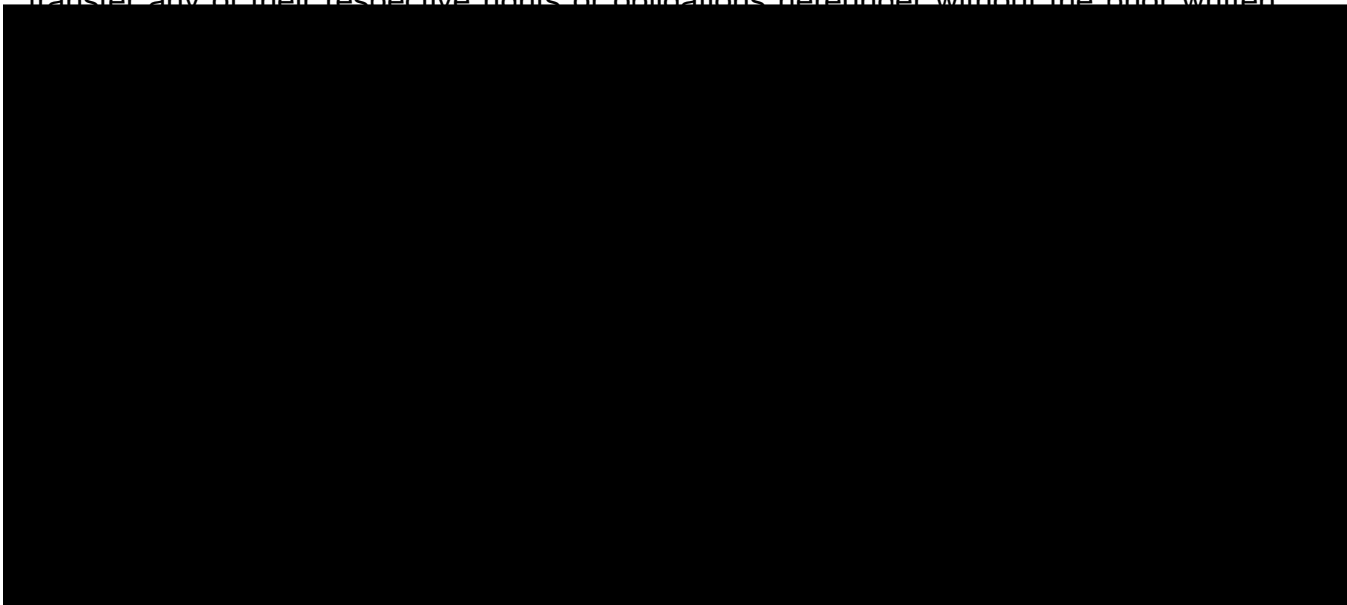
If to Seller to: _____

With a copy to: _____

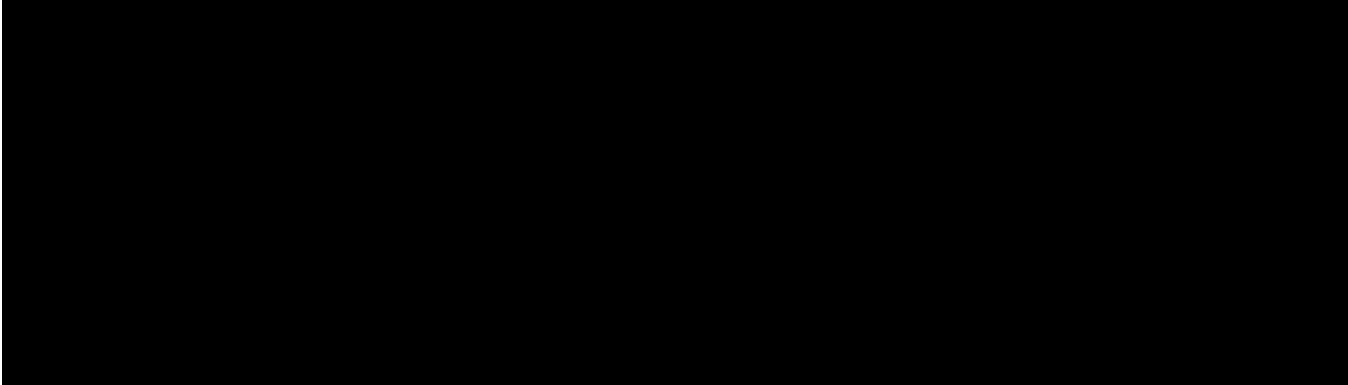
If to Purchaser to: _____

With a copy to: _____

10.6 Successors and Assigns. The parties hereto shall not assign or transfer any of their respective rights or obligations hereunder without the prior written



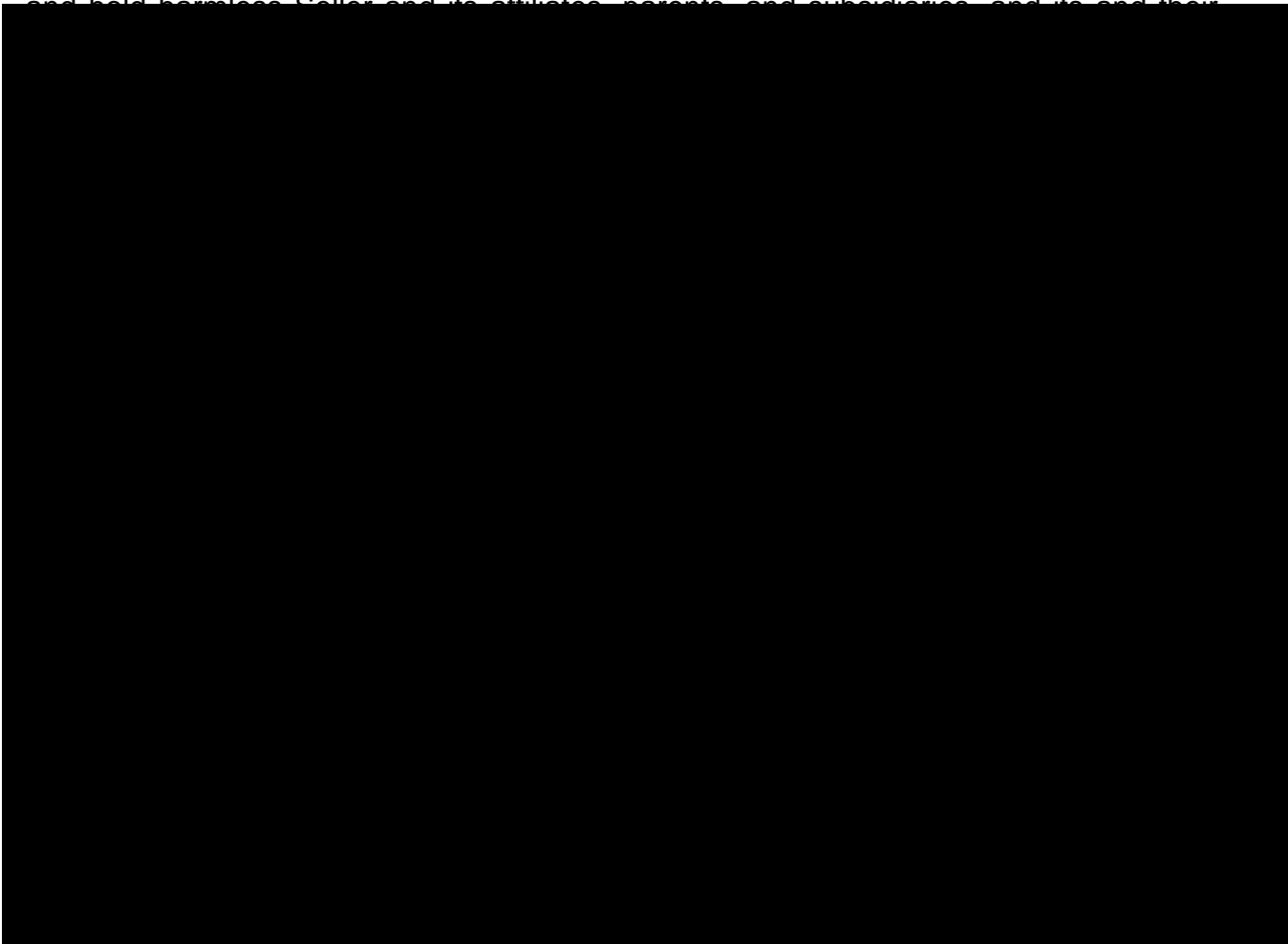
10.9 Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of _____.



ARTICLE 11
LIABILITIES

11.1 Assumption. From and after the Closing Date, Purchaser shall assume and pay, perform and discharge all liabilities relating to the Business arising after the Closing Date including, without limitation, liabilities under the Assumed Contracts.

11.2 Purchaser's Indemnification. Purchaser shall reimburse, indemnify and hold harmless Seller and its affiliates, parents, and subsidiaries, and its and their



involving a third party claim (collectively, a "Claim"), that results from, relates to or arises out of (i) any misrepresentation, breach of warranty or representation, or nonfulfillment of any agreement or covenant on the part of Seller under this Agreement, or from any misrepresentation in or omission from any certificate, schedule, statement, document or instrument furnished to Purchaser pursuant hereto or in connection with the negotiation, execution or performance of this Agreement determined without regard to any knowledge or materiality limitation; (ii) the operation or ownership of the Purchased Assets and the Business prior to the Closing Date, and (iii) the enforcement of this indemnification.

11.4 Survival. The provisions of this Article shall survive the Closing Date.

IN WITNESS WHEREOF, each of the parties hereto has caused this Asset Sale and Purchase Agreement to be executed in the manner appropriate to each, to be effective as of the day and year first above written.

Witness/Attest:

Purchaser, _____

By: _____

Witness/Attest:

_____, Seller

By: _____

EXHIBIT A

SCHEDULE OF ASSETS TO BE CONVEYED