

ASSET PURCHASE & SALE AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[NAME OF SELLER]

an Illinois corporation with an office at [address]
(the "Seller")

- and -

[NAME OF BUYER]

an Illinois corporation with an office at [address]
(the "Buyer")

WHEREAS Seller owns certain assets relating to its _____ business ("Business") and Seller wishes to sell and Buyer to buy [those assets / certain, but not all, of such assets].

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

ARTICLE I - SALE AND PURCHASE

1.1 Assets Being Transferred

Subject to the terms and conditions of this Agreement, Seller shall sell, assign, transfer and convey to Buyer, and Buyer shall purchase from Seller, all of the assets identified on Exhibit A (the "Sold Assets") for the consideration stated on Exhibit A (the "Purchase Price").

1.2 Assets Excluded, Liabilities Not Assumed

Seller shall not sell and Buyer shall not purchase any assets other than the Sold Assets and, except for Buyer's assumption of obligations arising after the Closing under the contracts specifically identified on Exhibit A, Buyer shall not, and shall not be required to, assume or be obligated to pay, discharge or perform, any debts, liabilities, adverse claims or obligations of any kind or nature whatsoever of Seller, whether in connection with the Sold Assets or otherwise and whether arising before or after the consummation of the transactions contemplated herein, or bear any cost or charge with respect thereto.

1.3 Purchase Price

The Purchase Price shall be payable at Closing as follows:

- (a) \$###.## Deposit payable by Buyer upon signing this Agreement, to be deposited into escrow as part of the down payment.
- (b) \$###.## Additional deposit to be paid by _____, also to be deposited into escrow and included in the down payment.
- (c) \$###.## Balance of the down payment to be deposited into escrow ____ days before Closing.

- (d) \$###.## Balance of purchase price in the form of a non-negotiable note in customary form with the right of offset, payable to Seller in equal monthly installments of \$###.## per month, each payment including interest at the rate of ##% per annum, computed from the Possession Date, and amortized over __ months, with the first payment due one (1) month from the Possession Date. The outstanding balance shall be secured by a security agreement over the Sold Assets, with the right to prepay without penalty. (If Buyer is a corporation or other business entity, the owners shall personally guarantee the obligations to Seller under this Agreement.)

ARTICLE II - REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer that:

2.1 Corporate Status and Authority

- (a) Seller is a corporation duly organized, validly existing, and in good standing under Illinois law and has all corporate power and authority necessary to conduct the Business;
- (b) the execution, delivery and performance of this Agreement have been duly authorized by its Board of Directors and (to any extent necessary) its shareholders; and
- (c) this Agreement and such other agreements, deeds and documents as are required to complete the transaction contemplated hereby are and shall be legal, valid and binding agreements of Seller, enforceable according to their respective terms.

2.2 Taxes

There are no tax liens on any of the Sold Assets except for liens for taxes not yet due and payable, and no tax liens will at any time be asserted against the Sold Assets for or on the basis of taxes that are due and payable, or accrued even though not due or payable, at any time before the Closing.

2.3 Insurance

The Sold Assets and the Business are insured against loss, damage and liability (including without limitation product liability) in the amounts, and by the insurers, set forth in Exhibit B.

2.4 Consents

Except as stated on Exhibit C, no consent, authorization or approval of any third party or governmental authority is required for the execution and delivery by Seller of this Agreement or the consummation by Seller of the transactions contemplated hereby, and there exist no right-of-first-refusal or other preferential purchase rights with respect to any of the Sold Assets.