

ASSET PURCHASE AGREEMENT

This Agreement is made by and between

ABC, Inc.,
an Indiana corporation
(hereinafter referred to as "Seller"),

and

XYZ, Inc.,
an Indiana corporation
(hereinafter referred to as "Buyer").

Recitals

Whereas, Seller is engaged in the _____ business, and operates a _____ business under the name of " _____ " located at [address] in _____, Indiana; and

Whereas, Buyer desires to purchase, and Seller desires to sell, substantially all of the assets of Seller's business upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, and intending to be legally bound, the parties agree as follows:

Agreement

1. Purchase and Sale.

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, all of the tangible and intangible assets of Seller used in Seller's business (the "Assets"), as more fully described below:

- a) All improvements, furniture, fixtures, tools, machines, computers, software, assets, equipment, inventory, supplies, literature, business records, files, maintenance records, telephones, accounts receivable, insurance claims, causes of action, and any other items of personal property owned by Seller, wherever located, including, but not limited to, those assets listed on Exhibit "A" attached hereto and incorporated herein by reference.
- b) All of Seller's goodwill and other intangible assets, including, without limitation, all customer lists, the names and addresses of suppliers, mechanics or service personnel, etc.
- c) Buyer represents and warrants that it has inspected the Assets and accepts such assets in their current condition, with all faults. Seller hereby represents and warrants that it is the owner of the Assets, subject to the liabilities assumed hereunder, but expressly disclaims any warranties as to the condition or suitability of such Assets.

2. Treatment of Liabilities/Indemnification.

Buyer shall assume only such liabilities or obligations whether accrued, contingent, or otherwise, of Seller which are hereinafter set forth in Exhibit "B" attached hereto and incorporated herein by reference. Buyer acknowledges that these liabilities may be adjusted in due course, between the date hereof and the Closing Date (hereinafter defined), if different. Buyer hereby indemnifies Seller from and against any and all claims, damages, losses, costs or expenses (including, without limitation, attorneys fees and disbursements) in any manner relating to such obligations assumed hereunder. Buyer shall assume no liabilities or obligations of Seller other than those identified on Exhibit "B". Seller shall indemnify and hold Buyer harmless from and against any and all claims, damages, losses, costs or expenses not specifically assumed by Buyer herein and set forth on Exhibit B. Seller

shall have the right to contest any such claims in good faith. In the event that a claim is made by a third party against Buyer or Seller which may give rise to a right or indemnity under this paragraph 3, the Buyer or Seller, as the case may be, agree to promptly notify the other in writing, which party may within five (5) business days from the date of such notice, elect to defend such claim at its expense.

3. Purchase Price/Allocation of Basis.

The purchase price for the Assets being purchased hereunder shall be the sum of \$_____, plus the assumption of the liabilities as described in Exhibit "B" attached hereto and incorporated herein by reference (the "Purchase Price"). The Purchase Price shall be allocated among the Assets as provided in the Form 8954 to be filed with the Internal Revenue Service following the Closing Date.

4. Payment of Purchase Price.

Payment of the Purchase Price shall be made as follows: Buyer shall pay the sum of \$_____ in cash to Seller at Closing. After closing, Buyer shall be free to re-negotiate and enter into any arrangement with the creditors represented on Exhibit "B" attached hereto, and may discharge those obligations in due course. Buyer, and its shareholder____ individually, hereby indemnify and hold Seller, its officers, directors, shareholders, guarantors, agents, employees successors and assigns, harmless from and against any and all claims, damages or causes of action in any manner relating to or arising out of the obligations assumed hereunder. Buyer agrees to use best efforts, in good faith, to cause _____ ("Landlord") to release, acquit and discharge Seller, its officers, directors, shareholders, guarantors, agents, employees successors and assigns, from any responsibility to pay, or any liability arising under, respectively, the loan from ___ and the Lease to Seller's premises in the _____ [address]. In particular, Buyer shall assure that any real or personal property which stands to secure any obligation secured hereunder (other than the Assets being sold hereunder) is released from any liens or encumbrances.