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BRIDGE CONTRACT

By this bridge contract the below named Buyer intends to buy and the below named Seller intends to sell all of the items enumerated in the items sale.

BUYER: _____

SELLER: _____

ITEMS OF SALE: _____

This agreement is specifically contingent upon the following:

1. This is a bridge agreement and is binding upon the parties hereto only to the extent of the issues specifically addressed herein. Failure to agree upon issues raised by legal counsel outside the issues covered herein may at the option of either party render this agreement null and void. Seller agrees that this agreement shall take precedence over any other offer until such time that the transaction settles or is declared null and void.
2. The total price for the items of sale \$ _____ and is subject to the Buyer obtaining the following financing:

Assignment of the cost to the assets will be made and agreed upon by Buyer and Seller prior to settlement.

3. The accountant of representative for the Buyer may review all financial information of the subject business for a period of _____ business days beyond the herein date. All the requested information is provided to the Buyer. If such a review produces an unsatisfactory opinion on the part of the accountant of representative, then the Buyer at his option may declare this agreement null and void. If such a review produces an unsatisfactory opinion on the part of the accountant or representative, then the Seller at his option may declare this agreement null and void. If such negative review is not made within the _____ business day period, then it shall be deemed that said review was satisfactory.

4. The attorneys for the Buyer and Seller may review the bridge agreement for a period of _____ business days from the date of satisfactory review of the financial information. During that period, mutually agreeable modifications may be made, or the total agreement declared null and void. This agreement is binding upon parties hereto only to the items specifically contained herein and is further subject to the drafting of the final agreement of sale by the attorney for the Buyer with review and approval or disapproval by the attorney for the Seller. If the herein agreement is not modified within the _____ day review period, then it shall be deemed to be satisfactory as written.
5. The Buyer will make application for the above loans within 3 (three) business days after approval of the attorney and/or accountant.
6. Approval on said loans will be obtained within _____ days from the date of application.
7. Seller agrees not to compete in any business activity that would be deemed competitive with the herein business for a period of 3 years and within a 100 mile radius of the current business location.
8. Seller will comply with the procedure established in the Bulk Sales Act.
9. Seller agrees to stay for a transitional period to aid in the ease of business transferal. The amount of time is to be as follows: _____ working days. Any time needed beyond that time period will be billed at \$ _____ per hour. Seller must provide evidence as to the number of hours worked in an average week and that average does not exceed _____ per week.
10. All tangible items of sale will be shown on Schedule A attached hereto and made part hereof. Both Buyer and Seller will sign Schedule A indicating their specific approval of the items listed.
11. This agreement shall become null and void at midnight _____ unless ratified by both parties prior thereto.
12. Settlement will be held on or before _____

Witness _____ Buyer _____ Date _____

Witness _____ Seller _____ Date _____