

OPTION TO PURCHASE _____

_____, referred to as SELLER, and _____,
referred to as OPTION HOLDER, agree:

In consideration of \$ _____ (_____ & ____/100
dollars), paid by OPTION HOLDER to SELLER, the receipt of which
is acknowledged, the SELLER grants to OPTION HOLDER, the
exclusive option to acquire the following business: _____,
located at _____ for a period of _____ months.

Should the OPTION HOLDER exercise the option, the following assets
will be conveyed to OPTION HOLDER by SELLER:

business located at above address, with all inventory and trade
names

OPTION HOLDER may exercise the option by written notice to
SELLER, specifying a date for closing which shall be no more than
_____ after the notice of intention to exercise.

The option price shall be \$ _____ (_____ &
____/100 dollars) payable as follows:

If, prior to exercise of the option, or during the period between
notice of intention to close and closing, any part of the business
shall be destroyed or damaged by fire, theft or other peril, the
option price shall be reduced in a sum sufficient to compensate
OPTION HOLDER for the loss. In the event that there are insurance
proceeds to reconstruct the loss and provide for business
interruption loss, and SELLER assigns the same to OPTION HOLDER,
or SELLER reconstructs the same prior to closing, no abatement of
purchase price shall occur.

During the term of the option, the SELLER shall carry on the
business in the usual and ordinary manner up to and including the
closing date of the sale, and will not enter into any agreements
not in the ordinary course of its business. Further, SELLER shall
not enter into any unusual agreements or make unusual commitments
affecting the operation of the business, without prior approval
of OPTION HOLDER.

In no event shall OPTION HOLDER cancel, alter or amend its
obligations under the following agreements, nor shall it fail to
perform the obligations related to the following agreements:

If OPTION HOLDER exercises its right to purchase, then _____ per
cent of the option price shall be applied towards the purchase
price.

The parties have negotiated this agreement between themselves, and there are no brokers or agents entitled to compensation. In the event that any brokers or agents seek compensation herein, the parties shall each indemnify the other from any damage, expense including counsel fees, which either may suffer as a result of the claim of a broker or agent, and the party who is determined to have breached this representation shall be responsible for payment of indemnity and the obligation to the broker or other agent.

This writing accurately sets forth the agreement between the parties and this agreement may only be amended in writing signed by both parties.

Dated: _____
