

# KingMusk Business L.L.C.

## Offer To Purchase

1. The buyer agrees to purchase from the seller the business described including all equipment, fixtures, goodwill, inventory, trademarks, trade names, and leasehold rights of that business known as: \_\_\_\_\_ and located at: \_\_\_\_\_

2. The purchase price of \_\_\_\_\_ which includes all furniture, equipment, fixtures, inventory, goodwill, trademarks, trade names, etc., shall be paid as follows:

\_\_\_\_\_ Deposit upon acceptance by Seller of this Offer to Purchase  
\_\_\_\_\_ Balance of purchase price down payment to be due at the closing in cash or certified check.  
\_\_\_\_\_ Balance to Seller payable as follows: \_\_\_\_\_ per month for \_\_\_\_\_ months  
\_\_\_\_\_ Total Purchase Price

3. The closing shall take place at \_\_\_\_\_ o'clock AM / PM on \_\_\_\_\_, at \_\_\_\_\_. All costs associated with closing are the responsibility of the Buyer and Seller alone and not the responsibility of KingMusk Business L.L.C..

4. The full purchase price shall include inventory of \$\_\_\_\_\_ at Seller's cost.

5. Seller warrants that at the time physical possession of the business is delivered to the Buyer, all the equipment will be in working order and that the premises will pass all inspections necessary to conduct the business.

6. The Buyer and Seller agree to execute all documents necessary to conclude this transaction.

7. This document contains the entire understanding of the parties and there are no oral agreements, understandings or representations relied upon by the parties. Any modifications must be in writing and signed by all parties.

8. The following adjustments and prorations shall be made at the closing, rent, security deposits, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_.

9. The sales tax on fixtures and equipment, if any, shall be paid for by the Buyer.

10. In case any litigation is necessary to collect any sum due to KingMusk Business L.L.C., the Buyer and Seller, jointly and severally, agree to pay the expenses incurred by KingMusk Business L.L.C. in connection with such suit, including attorney's fees.

11. If the Seller fails to accept this agreement on presentation, then the Buyer may revoke this agreement.

12. This agreement is contingent upon landlord approval and assignment of lease.

### **PLEASE FILL OUT COMPLETELY AND FAX TO 1.212.208.4396**

PURCHASER hereby agrees to buy on the terms set forth above. The Seller agrees to sell on the terms set forth above.

Print Name of Purchaser: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Buyer's Signature: \_\_\_\_\_

Date Executed: \_\_\_\_\_

Print Name of Seller: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Buyer's Signature: \_\_\_\_\_

Date Executed: \_\_\_\_\_

PURCHASER AND SELLER INDIVIDUALLY ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. THIS IS A LEGALLY BINDING DOCUMENT. ALL MATTERS SHOULD BE DIRECTED TO YOUR ATTORNEY.

**KingMusk Business L.L.C.**  
**336 West 37<sup>th</sup> Street Suite 520**  
**New York, N.Y. 10018**  
**Tel 646-626-6275 \* Fax 212-208-4396**