Compliance Agreement

* THIS LETTER OF INTENT (“The “Document” made of this day

of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(the “Executive Date”}.

Between:

Carolina Book Company Book Broker Agency

(“The Purchaser”)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

“The Seller”)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_AND\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* The Purchaser wishes to purchase the goods from the seller.
* The Seller is the owner of certain goods that are available

for sale.

* Term of transaction

The property (“the property”) that is the subject of this document is

Located at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* The Purchaser (Outsource Vendor) will pay to the seller in the amount

of $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as per attached quote less any adjustments for

condition of books at check-in.

Physical Condition not purchased:

* Missing pages, sections, corner damage
* Water damage which includes mildew & discoloration
* Separation from binding (please inquire)
* Excessive highlighting and Underlining

Types of Book Not Purchased

* Study guides, lab manuals, spiral bound textbooks & workbooks
* Law and foreign language books (please inquire)
* Books with missing cd or dvd originally sold as a set
* Instructor complimentary titles
* Custom published titles
* Books with missing copyright page

The seller warrants that the Property is free and clear of any liens. It is

further understood that books being sold originate from legal publisher

sources and not from unknown third-party buyers or sellers. If the

representations of the seller are untrue upon the closing date, the Purchaser

may terminate any further agreement without penalty and any deposits

must be refunded.

This Document accurately reflects the understanding between

The Seller \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and

The Purchaser \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed in this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_