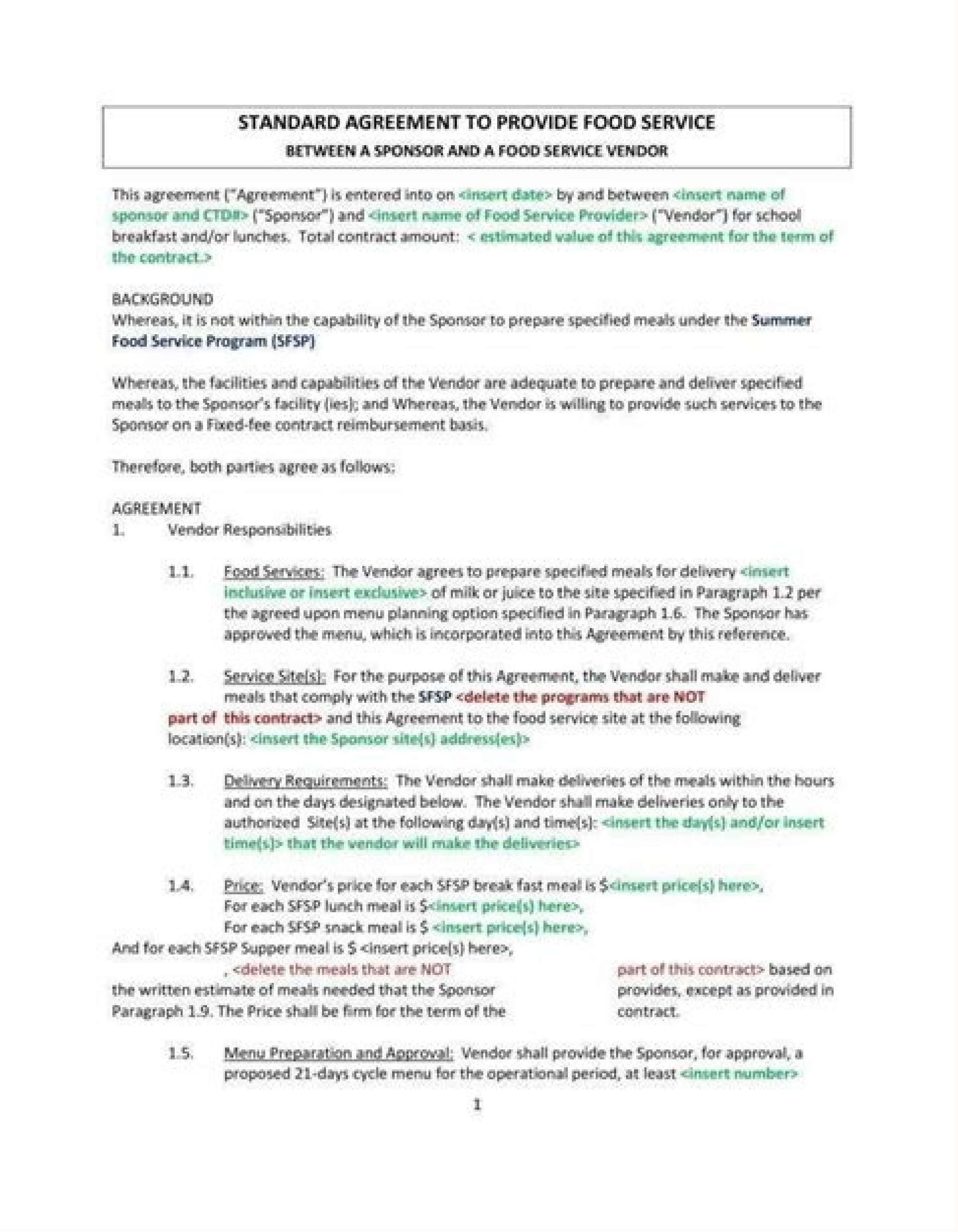
Goodwill purchase agreement template

This is a 30 -page sales and purchase agreement (approximately), which provides the structure of each contract to acquire and sell internships. Although it cannot match all situations, it can be easily applied and has a great starting point to indicate a certain number of reservations you may want to use in the final contract. This version is used for operations where the buyer is not activated and the subject of the purchase is the value and / or activity of the company. Once you have received your request, we will be happy to submit to you auxiliary notes that will help you work with this document. If it is completed, then transferred to a lawyer (normal costs can be between 2000 and £ 8,000) to provide your eyes to save legal costs and compress the term. If you are also buying a A.P.M.A., the previous contract contract document (and possibly a reasoned diligence document), the time to complete and the legal costs should be even more reduced. Remember to provide models used in use, we do not in any way provide legal advice and highly recommend considering these proposals in the preparation of the contractual documentation needed to perform the operation. Goodwill Purchase The Printer - Control Solutions Co., Paul Lechtenberg and Joseph M. Rowell Goodwill. Purchase contract. 2001 May 22, New York's General Partnership ("Buyer"), Paul Lechtenberg, who lives in Šelbis, Tennessis (Lechtenberg) and Joseph M.



STANDARD AGREEMENT TO PROVIDE FOOD SERVICE
BETWEEN A SPONSOR AND A FOOD SERVICE VENDOR

This agreement ("Agreement") is entered into on <insert date> by and between <insert name of sponsor and CTD#> ("Sponsor") and <insert name of Food Service Provider> ("Vendor") for school breakfast and/or lunches. Total contract amount: < estimated value of this agreement for the term of the contract.>

BACKGROUND
Whereas, it is not within the capability of the Sponsor to prepare specified meals under the **Summer Food Service Program (SFSP)**

Whereas, the facilities and capabilities of the Vendor are adequate to prepare and deliver specified meals to the Sponsor's facility (ies); and Whereas, the Vendor is willing to provide such services to the Sponsor on a Fixed-fee contract reimbursement basis.

Therefore, both parties agree as follows:

AGREEMENT
1. Vendor Responsibilities

1.1. Food Services: The Vendor agrees to prepare specified meals for delivery <insert inclusive or insert exclusive> of milk or juice to the site specified in Paragraph 1.2 per the agreed upon menu planning option specified in Paragraph 1.6. The Sponsor has approved the menu, which is incorporated into this Agreement by this reference.

1.2. Service Site(s): For the purpose of this Agreement, the Vendor shall make and deliver meals that comply with the **SFSP** <delete the programs that are NOT part of this contract> and this Agreement to the food service site at the following location(s): <insert the Sponsor site(s) address(es)>

1.3. Delivery Requirements: The Vendor shall make deliveries of the meals within the hours and on the days designated below. The Vendor shall make deliveries only to the authorized Site(s) at the following day(s) and time(s): <insert the day(s) and/or insert time(s)> that the vendor will make the deliveries>

1.4. Price: Vendor's price for each SFSP break fast meal is $<insert price(s) here>,
For each SFSP lunch meal is $<insert price(s) here>,
For each SFSP snack meal is $ <insert price(s) here>,
And for each SFSP Supper meal is $ <insert price(s) here>,
, <delete the meals that are NOT part of this contract> based on the written estimate of meals needed that the Sponsor provides, except as provided in Paragraph 1.9. The Price shall be firm for the term of the contract.

1.5. Menu Preparation and Approval: Vendor shall provide the Sponsor, for approval, a proposed 21-days cycle menu for the operational period, at least <insert number>

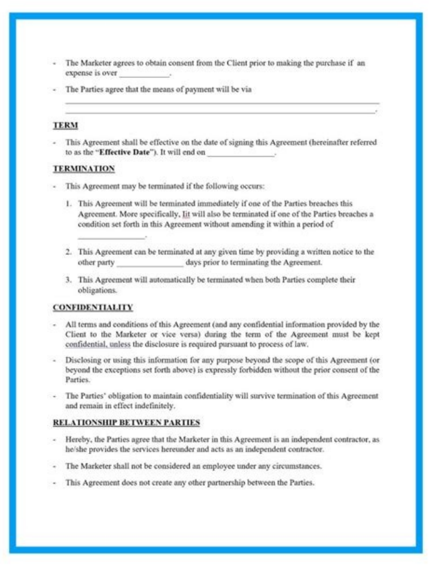
1

Rowell, who lives in Seelbis, Tennessee (Rowell and Lechtenberg, called "Seller" And sellers are sometimes called "pages"). Although the sellers have developed independently, they will be owners and will always be owners when the day of closing (as defined in section 2) of personal and current relationships, secrets and commercial knowledge related to buyer activities, products and services related , related as an insured: not seller, this is the topicThis is a 30 -number sales agreement and a contract of purchase, under which all contracts for the purchase and sale of a piece are concluded. Although it may not come to all situations, it is easy to apply and is a great starting point that creates a set of attitudes you may want to use in the final contract. This permit is intended for transactions where the buyer does not participate and the subject of the purchase is starting and / or activities. If you wish, we will be happy to provide support notes that will help you work with this document.

If you are completed for the first time and then transferred to a lawyer (can be between 2,000 and 8,000 GBP), it should save legal costs and save time. In addition, the previous A.P.M.A. The main contracts managers (and may need to check the legality test document), the time of completion and legal costs. Note that while we provide specific uses, we do not provide any legal advice and strongly recommend that you use these consultations to prepare the required contract documents to complete the transaction. The Printer is a favorable initial purchase contract - Check Solutions Co., Paul Lechtenberg and Joseph M. Rowell Purchase Contract for this home purchase agreement ("Contract") is signed with and among them. Between, Between, Between, Between and Between and Between Management Solutions in New York ("Buyer") Shelbia County, Tennessee (Lechtenberg) and Shelby County, Teametee (Rowell Lechtenberg, (indicated as buyers) named Paul Lechtenberg and Joseph M. Rowell, and sellers sometimes call collectives "parties" in this document). At the end of the deadline (as stated in Section 2), the sellers believe that they will continue to regulate, manage and independently regulate personal and continuous business relationships, commercial secrets and information related to the processing of the buyer's financial transactions related to products and services. ;

In view of each seller's personal abilities, personality, reputation, skills and honesty and other important information (together "Beginning") that sellers want to sell to the buyer as they expected: and I claim that none of the two sellers were unveiledThere is no competition based on the value of the company or by analogous restrictive alliance; And given that the buyer wishes to obtain the entire value of the company as determined below: now, taking into account the above, of the mutual promises and other goods and precious content in this document. The advantages that confirm this determine the following: 1. purchase and replacement price. The sellers agree to sell, select, transfer, transfer and provide to the buyer by covering the costs of the company, including all the relative rights and benefits of the sellers compared to the cost of the company.

In exchange for starting and in accordance with the terms of this agreement, the buyer pays the seller a total of eight million eighty US dollars 00/100 ($ 8,880,000.00 US $ ($ 8,880,000.00.) For all the values of the company ("Purchase price") on June 29, 2001.) purchased the price must be paid immediately in cash or, with the consent of each seller entitled, for gearbox with another product accepted by that seller. The purchase price will be assigned to each seller in accordance with attachment to annex to this contract and included by Link. This paragraph the payment required in point 1. is not influenced by the death or invalidity of any of the sellers, or by the violation or resolution. The buyer is the seller of any contract between one or both or both (with the exception of this contract) 2. Closing/end the value of the sale and purpose of the company ("closing") will be held at Wang at 10 am : 00 COX, PLC offices on June 7, 2001 "Closing date"). The actual time of the operations specified in this document are 12:01 on the closing day. 3. Applications and guarantees. The sellers play and guarantee jointly and the buyer as follows: 3.1 cost. The entire cost of the company is borne by the sellers, and immediately before the sellers closure, any promises, charges, complaints, options, guarantees, calls and free from obligations will be owned by the sellers. Each of the sellers has full right, power and allowed to conclude this contract and to sell, transfer and transfer the company's value to the buyer and the date of the sale and distribution of the cost. The company will be transferred to the buyer based on this contract.All attacks of all kinds, duties, demands, options, collateral and liabilities are free of charge and are subject to a valid title. 3.2 No restrictions. The two suppliers are not subject to any agreement, work agreement, bereau of competition or agreement or agreement or agreement or restriction or restriction or limitation or approval, license, court order, regulation, precaution, decree or assignment, which has a good effect on or impact the acquisition, use or pleasure of honor Or the recipient or the purchase, the use or pleasure of the buyer or together, restricted together or together. PAG 1 3.3 approval and approval. The execution and transfer of this agreement by every seller and the implementation of the procedure provided is properly approved by each seller, and this agreement is the legal, valid and binding obligation of each seller and can be used in accordance with each of them. The structure is based on the general laws about the principles of good customs and the rights of creditors and the general principles of equality.



- The Marketer agrees to obtain consent from the Client prior to making the purchase if an expense is over ___________.
- The Parties agree that the means of payment will be via ____.

TERM

- This Agreement shall be effective on the date of signing this Agreement (hereinafter referred to as the "**Effective Date**"). It will end on _______________.

TERMINATION

- This Agreement may be terminated if the following occurs:
  1. This Agreement will be terminated immediately if one of the Parties breaches this Agreement. More specifically, Iit will also be terminated if one of the Parties breaches a condition set forth in this Agreement without amending it within a period of _______________.
  2. This Agreement can be terminated at any given time by providing a written notice to the other party _______________ days prior to terminating the Agreement.
  3. This Agreement will automatically be terminated when both Parties complete their obligations.

CONFIDENTIALITY

- All terms and conditions of this Agreement (and any confidential information provided by the Client to the Marketer or vice versa) during the term of the Agreement must be kept confidential, unless the disclosure is required pursuant to process of law.
- Disclosing or using this information for any purpose beyond the scope of this Agreement (or beyond the exceptions set forth above) is expressly forbidden without the prior consent of the Parties.
- The Parties' obligation to maintain confidentiality will survive termination of this Agreement and remain in effect indefinitely.

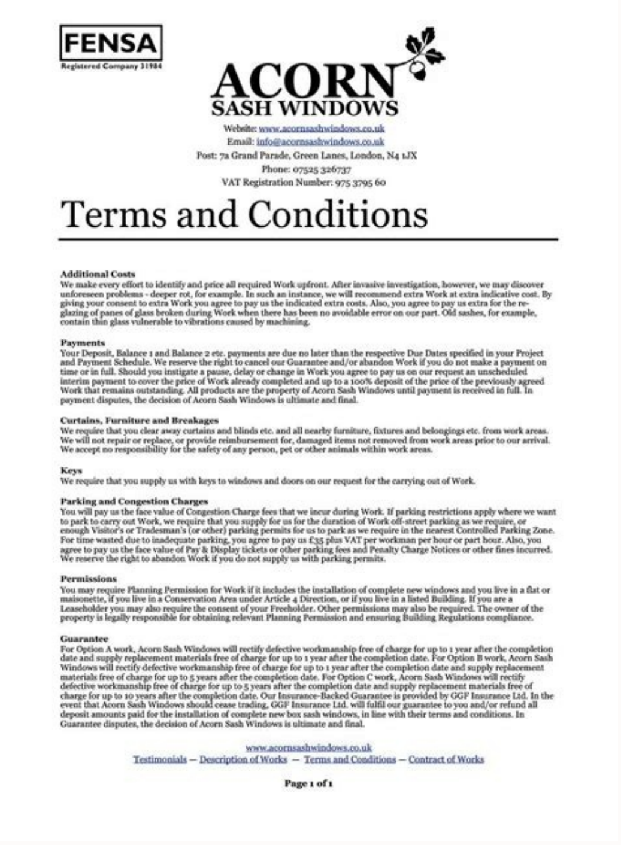
RELATIONSHIP BETWEEN PARTIES

- Hereby, the Parties agree that the Marketer in this Agreement is an independent contractor, as he/she provides the services hereunder and acts as an independent contractor.
- The Marketer shall not be considered an employee under any circumstances.
- This Agreement does not create any other partnership between the Parties.

3.4 Economic advantages. To the best of our knowledge, not all sellers of the actual event or the available expectation are aware of the fact that buyers will prevent them from having an economic advantage in terms of honor, since they currently like sellers.

3.5 No conflict. This consent is and will not be given by every seller, and the transactions you have designed or confront, violate or lead to (hint or time or time) based on both) injuries or violations provision of delay or acceleration or termination or resolution or resolution or resolution or resolution of a party (notification or acceptance of a deadline or both) or valid contract, law, regulation, regulation, arbitration procedure, arbitration, arbitration, such as decided or by decree, result of creation or "an honorary tax, foreclosure -, Promising, security or other stress touches no other financial restrictions, character or character or nature or nature.

And there will be no conflict.The seller or any of them is associated with the one that may be associated with any relevant assets (including Goodwill). 4. Purchase contracts and alliances. The buyer declares and justifies as follows: 4.1 existence and rule. The buyer was properly organized and is in good condition as a joint partnership under the law of New York. 4.2 without defects. Fulfillment of the Buyer and fulfillment of his obligations in accordance with these acts must not be a breach or cause a breach or defect of any partner contract as a regulated or substantive contract, according to which the buyer is a party or which is linked to its ownership. 4.3 Confirmation and permit. The implementation and implementation of this contract and the implementation of transactions has been properly and reasonably approved by all necessary tasks of the buyer and will be legal, reasonable and binding for the buyer in accordance with its conditions regarding bankruptcy, insolvency, reorganization, morality and so on. Laws in connection with creditors or affect and affect the general principles of negotiations. 5. Preservation and maintaining Goodwill. The sellers will cooperate with the buyer after the last day, taking into account all reasonable tasks that the buyer should transfer to the buyer for a good reputation. 6. Survival.



FENSA
Registered Company 31984

ACORN
SASH WINDOWS
Website: www.acornsashwindows.co.uk
Email: info@acornsashwindows.co.uk
Post: 7a Grand Parade, Green Lanes, London, N4 1JX
Phone: 07525 326737
VAT Registration Number: 975 3795 60

Terms and Conditions

Additional Costs
We make every effort to identify and price all required Work upfront. After invasive investigation, however, we may discover unforeseen problems - deeper rot, for example. In such an instance, we will recommend extra Work at extra indicative cost. By giving your consent to extra Work you agree to pay us the indicated extra costs. Also, you agree to pay us extra for the re-glazing of panes of glass broken during Work when there has been no avoidable error on our part. Old sashes, for example, contain thin glass vulnerable to vibrations caused by machining.

Payments
Your Deposit, Balance 1 and Balance 2 etc. payments are due no later than the respective Due Dates specified in your Project and Payment Schedule. We reserve the right to cancel our Guarantee and/or abandon Work if you do not make a payment on time or in full. Should you instigate a pause, delay or change in Work you agree to pay us on our request an unscheduled interim payment to cover the price of Work already completed and up to a 100% deposit of the price of the previously agreed Work that remains outstanding. All products are the property of Acorn Sash Windows until payment is received in full. In payment disputes, the decision of Acorn Sash Windows is ultimate and final.

Curtains, Furniture and Breakages
We require that you clear away curtains and blinds etc. and all nearby furniture, fixtures and belongings etc. from work areas. We will not repair or replace, or provide reimbursement for, damaged items not removed from work areas prior to our arrival. We accept no responsibility for the safety of any person, pet or other animals within work areas.

Keys
We require that you supply us with keys to windows and doors on our request for the carrying out of Work.

Parking and Congestion Charges
You will pay us the face value of Congestion Charge fees that we incur during Work. If parking restrictions apply where we want to park to carry out Work, we require that you supply for us for the duration of Work off-street parking as we require, or enough Visitor's or Tradesman's (or other) parking permits for us to park as we require in the nearest Controlled Parking Zone. For time wasted due to inadequate parking, you agree to pay us £35 plus VAT per workman per hour or part hour. Also, you agree to pay us the face value of Pay & Display tickets or other parking fees and Penalty Charge Notices or other fines incurred. We reserve the right to abandon Work if you do not supply us with parking permits.

Permissions
You may require Planning Permission for Work if it includes the installation of complete new windows and you live in a flat or maisonette, if you live in a Conservation Area under Article 4 Direction, or if you live in a listed Building. If you are a Leaseholder you may also require the consent of your Freeholder. Other permissions may also be required. The owner of the property is legally responsible for obtaining relevant Planning Permission and ensuring Building Regulations compliance.

Guarantee
For Option A work, Acorn Sash Windows will rectify defective workmanship free of charge for up to 1 year after the completion date and supply replacement materials free of charge for up to 1 year after the completion date. For Option B work, Acorn Sash Windows will rectify defective workmanship free of charge for up to 1 year after the completion date and supply replacement materials free of charge for up to 5 years after the completion date. For Option C work, Acorn Sash Windows will rectify defective workmanship free of charge for up to 5 years after the completion date and supply replacement materials free of charge for up to 10 years after the completion date. Our Insurance-Backed Guarantee is provided by GGF Insurance Ltd. In the event that Acorn Sash Windows should cease trading, GGF Insurance Ltd. will fulfil our guarantee to you and/or refund all deposit amounts paid for the installation of complete new box sash windows, in line with their terms and conditions. In Guarantee disputes, the decision of Acorn Sash Windows is ultimate and final.

www.acornsashwindows.co.uk
Testimonials — Description of Works — Terms and Conditions — Contract of Works

Page 1 of 1

In this Agreement or in any written manifestation under the terms of this Agreement or in this Agreement, the date of conclusion and for three years (3) years and should be stated in this contract, guarantees, limiting conditions and agreements. No audit performed on behalf of the parties will be classified. 7. Gen. 7.1 Supplement.

Sellers will cooperate with the buyer and after completing his / her submission and further assistance in connection with any act, proceedings, agreement or dispute related to all periods before completion and accepting or accepting additional measures, setting up and submitting other documents and acts. asks the buyer to provide a reasonable opportunity to fully achieve the objectives and terms of this contract. 7.2 Review: binding. This contract and the rights of the following buyer may be distributedBuyer.

This contract and the resulting sales rights shall not be assigned to any of the sellers. This agreement is binding and applies to the benefit of its parties, attorneys and representatives of the buyer and heirs, recipients and legal representatives of the sellers. 7.3 Version. This contract may be concluded in two or more copies at the same time, each of which is considered original, and all together - one and the same document. The conclusion and delivery of this Agreement, providing a fax copy of the website by signing the Faximil party, is an important and binding conclusion and delivery of this agreement by this party. Such Faximil copies are enforceable original documents. 7.4 broker. Each party represents and warrants that it has not dealt with a broker or representative in connection with this transaction and is prepared to indemnify the other party for all losses, costs, damages or expenses that arise from the receivables in terms of fees or commissions of brokers or agents or alleged work on such a security page. 7.5 Notes. All necessary notices or communications required or approved under this Agreement will be sufficiently served if you send you an e -e -e -e -email postage prepaid: a) If the buyer is to be addressed to the following address: 3400 Players Club Parkway, Suite 200 Memphis, TN 38125 Phone number (901) 252-2500 (b) When the seller's address for each Memphis, phone TN 38125 (901) 901-737-3533 7.6. This Agreement shall be interpreted in accordance with the internal laws of Tennessee, regardless of conflicts of rights or selection of rights in that state. 7.7 subtitles. Signatures in this Agreement are used for convenience only and should not be considered as part of his participation or should influence the construction or interpretation of the provisions of this Agreement. 7.8 The entire contract. This Agreement (including your attachments and attachments) and the documents referred to in or in connection with the agreement and the agreement between seller and buyers will supersede the entire Agreement. Each of the sellers confirms that (a) they have had the opportunity to receive advice from an independent consultant, includingtax advisor in the scope of the effects of this agreement; and (b) has not received any statement from the buyer or its adviser regarding the tax implications of this agreement. This Agreement may be modified or supplemented only by a written document signed by the parties.

Page 3 In faith, the parties entered into this Agreement on the above date and year. Sellers: Paul Lechtenberg -------------- Rowell ----------------- Company: Joseph M. Rowell -------- - - Rowell ---------------------------------- ----------- Joseph M. Rowell $5,550,000.00 p. 5