

Liquor License Purchase Agreement

Dated: _____

THIS LIQUOR LICENSE AUCTION PURCHASE AGREEMENT ("**Agreement**") is made and entered into as of the Accepted Date by and between Dusty Roach, Bankruptcy Trustee for Case # 18-10268 Michal S. Foster ("**Seller**") and the party executing the Buyer's Signature page attached hereto ("**Buyer**"). In consideration of the terms, covenants and conditions contained on this Agreement, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. **PURCHASE PRICE AND SALE:** Subject to the terms, and conditions set forth in this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, all of Seller's rights, title and interest in and to the Liquor License identified at the Auction conducted on this date in, Indiana by Ness Bros, Real Estate & Auction Co., Inc. ("**The Auction**") as Permit # RR0205497 Permit Type 210 Restaurant, Three-Way Liquor License (Beer, wine, Liquor) w/Carry Out Option, which must stay within the Fort Wayne City Limits, located in Allen County, Indiana being part of depicted on **Exhibit B** attached hereto and incorporated herein, together with all other rights and privileges pertaining or appurtenant thereto owned by Seller and referred to as the ("**License**"). Purchase Price to be \$ _____ shall be paid in cash.
2. **EARNEST MONEY:** Concurrently with Buyer's execution of this Agreement, Buyer has delivered to Seller a check (s) payable to Ness Bros. Real Estate & Auction Co., Inc. in the Amount of (\$ _____), as hereinafter defined (the "**Earnest Money**"). Seller hereby acknowledged receipt of the Earnest Money.
3. **STATUS OF LICENSE:** At closing, seller shall convey the License to Buyer subject to the following: (a) Approval of Sale by the Bankruptcy Court; (b) Seller shall convey the Consent to Transfer Form to the ATC, with Buyer's information and Buyer shall submit to the ATC within 20 days after Consent to Transfer form has been submitted, a Transfer Application to the ATC; (c) Approval of the Consent to Transfer by the ATC and resolved before the appropriate trial court in the State of Indiana.
4. **CLOSING:** The closing of the transaction contemplated by this Agreement ("**The Closing**") shall take place at such location as sellers determine, within 10 days after the approval of the Bankruptcy Court and the Approval by the ATC of Consent to Transfer.
5. **CLOSING COSTS:** Closing Cost shall be paid as follows:
 - (a) Sellers Expenses: Seller agrees to pay and any back owed taxes or violation fees that may be attached to the current Permit.
 - (b) Buyers Expenses: Buyer agrees to pay the \$250 Transfer fee in addition to any future taxes or fees associated with the Purchase and transferring of License. Buyer further agrees to pay any upcoming renewal fees required by the ATC during the Bankruptcy Court Approval Process and the ATC Transfer Process to maintain the license in "Active Status" before it expires on 1/1/2019.

Please Print Clearly

Buyer's Signature

Date

Buyer's Signature

Date

Buyer's (Printed) Full Legal Name

Buyer's (Printed) Full Legal Name

Address

City, State, Zip

Email

Home Phone #

Work #

Cell #

Other #

Buyer's Agent

Co. Name

Phone

Terms: Loan / Cash / Equity Line

Lender Name & Number

Sellers's Signature

Date

Seller's Signature

Date

Listing Agent

Co. Name

Phone