

**SEALED BID SALE AGREEMENT**

**By Order of Secured Creditor**

**Sealed Bid Sale - Assets of MTF Tanning Services dba Sun Kissed Tanning Salon**

**5351 Lyons Road, Coconut Creek, FL 33073**

**Bid Deadline: Monday, July 6, 2009 @ 10:00 A.M. E.D.T.**

Date Submitted: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Purchaser's Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ St. \_\_\_\_\_ Zip \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Cellular: \_\_\_\_\_ Fax: \_\_\_\_\_

| Description                 | Bid Price | + | 10% Buyer's Premium | = | Total |
|-----------------------------|-----------|---|---------------------|---|-------|
| As described in Exhibit "A" |           | + |                     | = |       |
| 6% Sales Tax                |           |   |                     |   |       |
| Total Purchase Price        |           |   |                     |   |       |

**TERMS AND CONDITIONS**

- The Sealed Bid Agreement must be received by Fisher Auction Co., Inc.'s offices no later than 10:00 AM, EDT, Monday, July 6, 2009. Sealed bids may be sent by hand delivery or facsimile (954.782.8143), but **must** be received by the above date and time with proper deposit. Please send to: Fisher Auction Co., Inc., 619 East Atlantic Blvd., Pompano Beach, FL 33060, 954.942.0917.
- A 25% Cashier's Check Deposit made payable to Fisher Auction Co., Inc. must accompany all bids.**
- Balance will be due and payable by cashier's check or wire transfer to Fisher Auction Co., Inc. no later than 2:00 PM, EDT, Tuesday, July 7, 2009 after receiving notification of being the successful Bidder.
- There will be a 10% Buyer's Premium added to the Final Bid Price.
- The Inventory must be removed from premises by no later than 5:00 PM, EDT, Friday, July 10, 2009. The Purchaser is responsible for all cost(s) of removal and any damage to the premises. All electrical must be professionally capped off. The Purchaser will be responsible for any items located on the premises after the removal deadline.
- All sales are final! The Inventory will be sold in its "AS IS" condition, without warranty, representation or recourse by or against the Seller and or Fisher Auction Co., Inc. Fisher Auction Co., Inc. and the Seller will not be responsible for the correct description, genuineness, authenticity, or defect in any item, and makes no warranty in connection therewith. No sale will be set aside or allowance made on account of any imperfection not noted, and there will be no deductions.
- Sales tax (6%), where applicable, to be charged on the total purchase price (bid price plus 10% Buyer's Premium) in accordance with Florida State laws. If you are purchasing for resale, you must provide a signed copy of your 2009 Annual Resale Certificate.
- Any individual who makes a payment in cash in an amount of \$10,000.00 or more will be required to provide information requested and sign IRS Form 8300.
- All parties agree that once the Executed Sealed Bid Sale Agreement is received, it cannot be altered by telephone, facsimile, etc.
- Inventory will be sold subject to the Seller's approval. The Seller retains the right to alter the terms and conditions of the Sale at anytime. Seller will convey Inventory via Bill of Sale in accordance with F.S. §679.504.
- If Purchaser fails to perform under the terms of this agreement the deposit shall be forfeited.
- Bids / Offers that are not successful will be returned (sent) by certified mail, within 7 days of Bid Deadline.
- Attempts to contact potential purchasers with possible additional information will be made. Potential purchasers should inform us of email addresses, facsimiles numbers, telephone numbers as well as addresses for contact information during the marketing process.

**IN ACCEPTANCE OF THESE ABOVE TERMS AND CONDITIONS THE SELLER AND PURCHASER HERETO AFFIX THEIR SIGNATURES**

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
**UPS Capital Business Credit**

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Witness: