

ASSET PURCHASE AGREEMENT

by and between

Credit Managers Association of California,

a California corporation,

doing business as

CMA Business Credit Services,

in its sole capacity as the Assignee for the Benefit of Creditors of

Greater Foods, LLC and International Cheese Blends, LLC

and

[NAME OF BUYER _____]

dated as of

June __, 2005

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of June ____, 2005, by and between Credit Managers Association of California, a California corporation, dba CMA Business Credit Services ("CMA"), in its sole capacity as the Assignee for the Benefit of Greater Foods, LLC and International Cheese Blends, LLC., (collectively, the "Companies") and _____ (the "Purchaser").

RECITALS

The shareholders and directors of the Companies determined to wind up their operations and assign their assets for the benefit of the Companies' creditors. The Companies executed, and CMA accepted, the General Assignments on May 18, 2005, whereby CMA agreed to act as the Assignee for the Benefit of Creditors of the Companies. The Purchaser wishes to buy, and CMA desires to sell, the Assets (as defined in Section 1 below) on the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. Purchase and Sale of Assets. The Purchaser hereby agrees to purchase, acquire, and accept from CMA, and CMA hereby agrees to sell, convey, transfer, assign, set over, and deliver to the Purchaser, on the Closing Date (as defined in Section 8 below) certain furniture, fixtures and equipment, inventory, work in progress, and other physical contents located at 1051 Mary Crest Road, Henderson, Nevada which are listed in Exhibit "A" hereto (the "Assets").

2. AS IS, WHERE IS. It is expressly understood and agreed by the Purchaser that the sale by CMA of the Assets is made on an "**as is, where is**" basis, regardless of (i) CMA's or the Companies' rights to the Assets, (ii) the location of any of the Assets, (iii) the condition of the Assets, and (vi) whether or not the Purchaser will have had a reasonable opportunity to inspect and examine such Assets or rights or the condition thereof. Accordingly, the Purchaser shall be obligated to consummate the transaction contemplated by this Agreement regardless of the location or condition of any such Assets on the Closing Date. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN ALL WARRANTIES (WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED) IN REGARD TO TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, CONDITION, DESIGN, OPERATION, MAINTENANCE, VALUE OR OTHERWISE WITH RESPECT TO THE ASSETS ARE EXPRESSLY EXCLUDED, AND THE PURCHASER AGREES TO ACQUIRE THE ASSETS IN THEIR "AS IS", "WHERE IS", AND "WITH ALL FAULTS" CONDITION AS OF THE CLOSING DATE WITH ANY AND ALL DEFECTS AND FAULTS.

3. Excluded Assets. The Purchaser shall not purchase and CMA shall not sell, assign, transfer or convey to the Purchaser, any other assets not expressly specified as the Assets in this Agreement. Specifically, CMA is not selling, assigning, transferring or conveying to the Purchaser: (a) intellectual property license, trademark, software or other items that require the consent of a third party before they can be transferred; (b) any automobiles, tools, or other equipment that is leased and belongs to third parties; (c) any real property leasehold interests,

improvements to buildings, or any other real estate assets; (d) government licenses or permits; (e) inventory (f) accounts receivable (g) any and all electronic equipment including computers, monitors, servers, routers, office files (paper and electronic), documents, telephone equipment.

4. Liabilities. Upon the sale, assignment, transfer and conveyance of the Assets to the Purchaser at the Closing, the Purchaser shall assume and thereafter pay, perform, and discharge all obligations it is aware of to be performed or arising after the Closing Date with respect to the Assets (the "Assumed Obligations"). **Other than sales or use taxes arising from the Closing, the Purchaser shall not assume or be responsible for, or liable with respect to, any other liabilities or obligations of the Companies of any kind or nature, whether or not related to the Assets, and whether fixed, contingent, known or unknown.**

5. Purchase Price/Payment of the Purchase Price. The Purchaser delivered to CMA the sum of \$_____ as a 25% earnest money deposit (the "Deposit"). The Deposit shall be non-refundable and retained by CMA, except it shall be returned if CMA refuses to accept Purchaser's bid amount. The purchase price for the Assets is \$_____ (the "Purchase Price"). The Purchase Price shall be paid as follows: (a) the Deposit of \$_____ shall be applied to the Purchase Price at Closing; and (b) the balance of the Purchase price in the amount of \$_____ (plus tax) shall be delivered to in the form of a cashier's check or by wire transfer at closing.

6. Conditions of Purchaser. The Purchaser's obligation to consummate the transaction and deliver the Purchase Price at Closing shall be subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions (which conditions may be waived in writing by the Purchaser):

a. Agreements; Covenants. Each of the obligations of CMA required by this Agreement to be performed by CMA at or prior to the Closing shall have been fully performed and complied with as of the Closing.

b. Authorization of Agreement. All actions of CMA necessary to authorize the execution, delivery, and performance of this Agreement and the consummation of the transaction contemplated hereby shall have been duly and validly taken by CMA.

7. Conditions of CMA. CMA's obligation to consummate the transaction and deliver the Assets at Closing shall be subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions (which conditions may be waived in writing by CMA):

a. Agreements; Covenants. Each of the obligations of the Purchaser required by this Agreement to be performed by the Purchaser at or prior to the Closing shall have been fully performed and complied with as of the Closing.

b. Authorization of Agreement. All actions of the Purchaser necessary to authorize the execution, delivery, and performance of this Agreement and the consummation of the transaction contemplated hereby shall have been duly and validly taken by the Purchaser.

c. Accuracy of the Purchaser's Representations and Warranties. The representations and warranties of the Purchaser contained in this Agreement, shall be true as of the date of this Agreement, and as of the Closing Date as though made at that time, except for changes permitted by this Agreement.

8. Closing. The purchase and sale of the Assets (the "Closing") shall occur on Wednesday, June 15, 2005 at 10:00 a.m. at [**CMA Business Credit Services located at 40 East Verdugo Ave, Burbank, CA 91502**] and all of the conditions to closing set forth in Sections 6 and 7 above shall have been satisfied or waived (the "Closing Date"). At the Closing, the Purchaser shall deliver to CMA the Purchase Price and CMA shall deliver to the Purchaser a duly executed Bill of Sale that is acceptable to CMA, and access to the Assets in CMA's possession.

9. Representations and Warranties of CMA. CMA represents and warrants to the Purchaser that:

a. Authority Relative to this Agreement. The execution, delivery and performance of this Agreement by CMA will be duly authorized and approved by all necessary actions. This Agreement constitutes, and such other agreements and instruments when duly executed and delivered by CMA will constitute, legal, valid and binding obligations of CMA solely in its capacity as the Assignee for the Benefit of Creditors for the Companies and will be enforceable against CMA solely in its capacity as the Assignee for the Benefit of Creditors for the Companies in accordance with their respective terms.

b. No Other Representations or Warranties. Except for the representations and warranties contained in this Section 9, neither CMA, any advisor to CMA nor any other person makes any other express or implied representation or warranty on behalf of CMA, and CMA hereby disclaims any such representation or warranty.

c. Expiration of Representations and Warranties. The respective representations and warranties of CMA contained herein shall expire and be terminated and extinguished on the Closing Date, and thereafter CMA shall not have any liability whatsoever with respect to any such representation or warranty.

10. Representations and Warranties of the Purchaser. The Purchaser hereby represents and warrants to CMA that:

a. Authority. The Purchaser has requisite right, legal, capacity and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Purchaser and constitutes a valid and binding obligation of the Purchaser enforceable in accordance with its terms.

b. Financial Capacity. The Purchase has in hand sufficient cash necessary to consummate the transactions contemplated by this Agreement and to pay all fees and expenses of the Purchaser related to the transactions contemplated hereby.

c. No Other Representations or Warranties. Except for the representations and warranties contained in this Section 10, neither the Purchaser, any advisor to the Purchaser nor any other person makes any other express or implied representation or warranty on behalf of the Purchaser, and the Purchaser hereby disclaims any such representation or warranty.

d. Expiration of Representations and Warranties. The respective representations and warranties of the Purchaser contained herein shall expire and be terminated and extinguished on the Closing Date, and thereafter the Purchaser shall not have any liability whatsoever with respect to any such representation or warranty.

11. The Purchaser Acknowledgements/Agreements. The Purchaser acknowledges that (i) the Companies executed General Assignments for the benefit of their creditors; (ii) CMA is the Assignee for the Benefit of Creditors of the Companies and has had control of the Assets for only a short period of time; (iii) CMA has not inspected the Assets; and (iv) some of the Assets may not be in the possession or control of CMA. The Purchaser has agreed to purchase the Assets notwithstanding these acknowledgements and agrees that CMA is only obligated to turnover to the Purchaser at the Closing only those Assets in CMA's possession and control and that CMA is under no obligation whatsoever to recover for the Purchaser any Assets not in CMA's possession or control.

12. Taxes. The Purchaser hereby assumes responsibility for, and agrees to pay when due, any and all taxes imposed on the Purchase Price (including, without limitation, responsibility for sales, bulk sales, transfer or use taxes, if any), which arise as a result of the transaction contemplated hereby (excluding taxes on the Companies' net income). To the extent that CMA is required by law to submit sales or use tax returns, CMA will prepare and sign sales and use tax reports consistent with this Agreement and deliver same to the Purchaser within five business days of the Closing Date.

13. Recording Change in Title. CMA agrees to cooperate, at the expense of the Purchaser, with any reasonable request of the Purchaser to properly document and record the changes of title caused by Closing this Agreement, including the execution of forms and documents of assignment and transfer of the Assets sold and conveyed hereunder.

14. Further Assurances. Each party covenants and agrees to fully cooperate with the other and take any and all reasonable steps, including but not limited to executing documents and certificates, filing documents and advising third parties of the closing of the transactions contemplated by this Agreement.

15. Assignment. Prior to the Closing, this Agreement and the rights and obligations created hereunder may not be assigned, transferred, pledged or hypothecated in any manner by any party hereto, whether voluntarily or by operation of law, without the prior written consent of the other party. Any attempted assignment, transfer, pledge, hypothecation or other disposition of this Agreement in a manner contrary hereto, shall be null and void.

16. Notices. All notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been delivered upon the earlier of receipt or seventy-two hours after mailing by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

To CMA:

Credit Managers Association of California, dba
CMA Business Credit Services
Attn: Mike Joncich
40 East Verdugo Avenue
Burbank, CA 91502

With a copy to:

Marc Winthrop, Esq.
Winthrop Couchot
Suite 280
3 Civic Plaza
Newport Beach, CA 92260

To Purchaser:

With a copy to:

or to such other address or to such other person as any party hereto shall designate to the others for such purpose and in the manner set forth above.

17. Entire Agreement: No Modifications. This Agreement, the documents referred to herein, and the exhibits and schedules attached hereto, which by this reference are hereby incorporated herein, contain the entire agreement between the parties hereto relating to the subject matter hereof, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are hereby superseded. No amendment, modification, waiver, discharge or change of this Agreement shall be valid unless the same is in writing and signed by all of the parties hereto.

18. Governing Law/Jurisdiction. This Agreement shall be construed and enforced in accordance with the laws of the State of California. The Superior Court of the State of California for the County of Los Angeles shall have exclusive jurisdiction over any dispute between the Purchaser and CMA relating to this Agreement, the transaction contemplated herein or the Assets.

19. Successors and Assigns. Subject to the restrictions on assignment and transfer set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective executors, administrators, heirs, representatives, successors and permitted assigns.

20. Further Assurances. Without further consideration, each of the parties hereto agrees to execute, acknowledge and deliver such other documents and take such further actions as may be necessary or advisable to carry out the purposes of this Agreement.

21. Attorneys' Fees. In the event of any dispute between the parties hereto in connection with this Agreement, the prevailing party shall be entitled to recover from the losing party all of its costs and expenses including, without limitation, court costs and reasonable attorneys' fees.

22. Counterparts. This Agreement may be executed in one or more counterparts and each such counterpart shall be deemed an original, but all of which taken together shall constitute one and the same agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through duly authorized representatives as of the Effective Date.

"Purchaser"

By: _____

"CMA "

Credit Managers Association of California, a California corporation, dba CMA Business Credit Services, in its sole capacity as the Assignee for the Benefit of Creditors of Greater Foods, LLC and International Cheese Blends, Inc.
