

CAR PURCHASE AGREEMENT

Car Purchase Agreement, dated September 4, 2012, between Indira Balram (the “Seller”) and Tom Rogers (the “Buyer”).

Background

This Agreement provides for the sale to the Buyer of the Seller’s car.

Accordingly, the parties agree:

1. Definitions.

As used in this Agreement, the terms defined in the preamble have their assigned meanings, and each of the following terms has the meaning assigned to it in this Section.

- 1.1. **“Agreement”** means this Car Purchase Agreement.
- 1.2. **“Car”** means the car being sold in accordance with this Agreement.
- 1.3. **“Closing”** means the consummation of the transactions that this Agreement contemplates.
- 1.4. **“Closing Date”** has the meaning assigned to it in Section 2.4.1.
- 1.5. **“First Down-payment”** has the meaning assigned in Section 2.3.1.
- 1.6. **“Inadequacy Certificate”** means a certificate, substantially in the form of **Exhibit A** stating that the Car is not in a good operating condition, normal wear and tear excepted.
- 1.7. **“Inspection Down-payment”** has the meaning assigned in Section 2.3.2.
- 1.8. **“Satisfactory Certificate”** means a certificate, substantially in the form of **Exhibit B** stating that the Car is in a good operating condition, normal wear and tear excepted.

2. Purchase and Sale.

- 2.1. **The Purchase and Sale.** At the Closing, the Seller shall sell the Car to the Buyer, and the Buyer shall purchase the Car from the Seller.
- 2.2. **Purchase Price.** The purchase price of the Car is \$11,000.
- 2.3. **Payment of the Purchase Price.** The Buyer shall pay the \$11,000 purchase price as follows:
 - 2.3.1. \$1,100, concurrently with the execution and delivery of this Agreement (the “First Down-payment”).
 - 2.3.2. \$1,100, no later than two days after the Buyer’s mechanic has delivered an Satisfactory Certificate to him (the “Inspection Down-payment”).

2.3.3. \$8,800 at the Closing.

The Buyer shall pay each component of the \$11,000 purchase price with a certified check.

2.4. **Time and Place of the Closing.** The Closing is to take place

2.4.1. on September 18, 2012, or such other date as to which the parties agree (the "Closing Date"); and

2.4.2. at the Buyer's home, located at 7935 East Dublin Court, Wichita, KS 67206, at 5:30 p.m. local time.

3. **Seller's Closing Deliveries.**

3.1. **Documents.** At the Closing, the Seller shall execute and deliver to the Buyer a bill of sale for the Car. On the reasonable request of the Buyer, either at or after the Closing, the Seller shall execute and deliver to the Buyer any other instrument necessary to vest the Buyer with good title in the Car.

3.2. **Cars, Keys, and Manuals.** No later than the Closing Date, the Seller shall deliver the Car, its keys, and all owner's manuals to the Buyer at his home.

4. **The Seller's Representations and Warranties.**

The Seller represents and warrants to the Buyer:

4.1. **Ownership of the Car.** The Seller owns the Car, and it is not subject to any liens.

4.2. **Description of the Car.** The Car's Vehicle Identification Number is 22306128. It is a red, 2011 Acura that has been driven 26,000 miles.

4.3. **Maintenance.** The Seller has maintained the car in accordance with the Car's owner's manual, and it is in good operating condition, normal wear and tear excepted.

4.4. **Warranty.** The Car is still under the manufacturer's warranty, and the Seller has the relevant documentation.

5. **The Buyer's Representation and Warranty as to Employment Offer.**

The Buyer represents and warrants to the Seller that High Power & Stress LLP has offered the Buyer employment as an associate and has not withdrawn that offer.

6. **The Seller's Covenants.**

The Seller covenants to do the following from the execution and delivery of this Agreement to the Closing:

6.1. **Mileage.** The Seller shall cause the Car not to be driven more than 500 miles.

6.2. **The Car's Color.** The Seller shall not paint the Car.

6.3. **Maintenance.** The Seller shall maintain the Car

6.3.1. in accordance with the Car's owner's manual; and

6.3.2. in good operating condition, normal wear and tear excepted.

In addition, the Seller shall garage the Car.

7. **The Mechanic's Inspection.**

7.1. **The Buyer's Notice.** The Buyer shall notify the Seller no later than two days before the date of the mechanic's inspections when and where that inspection is to take place. That notice may be by telephone or email. The Buyer shall choose a mechanic reasonably near the Seller's business, located at 8209 East Harry Street, Wichita, KS 67207.

7.2. **Seller's Delivery of the Car.** The Seller shall deliver the Car for a mechanic's inspection in accordance with the Buyer's notice.

7.3. **The Inspection.** The Buyer shall instruct the mechanic

7.3.1. to inspect the Car and may specify what should be inspected; and

7.3.2. to deliver to each party either

(i) a Satisfactory Certificate, if the inspection reveals that the Car is in good operating condition, normal wear and tear excepted; or

(ii) an Inadequacy Certificate, if the inspection reveals that the Car is not in good operating condition, normal wear and tear excepted.

7.4. **Payment for the Inspection.** The Buyer shall pay the mechanic for the inspection.

8. **Conditions to the Seller's Obligation to Close.**

All of the following conditions must have been satisfied before the Seller is obligated to close the transactions that this Agreement contemplates. The Seller may waive the failure to satisfy any one or more of the conditions.

8.1. **Representation and Warranty.** The Buyer's representation and warranty must be true on the Closing Date as if made on that date.

8.2. **Covenants.** The Buyer must have complied with all the covenants to be performed by it on or before the Closing Date.

9. **Conditions to the Buyer's Obligation to Close.**

All of the following conditions must have been satisfied before the Buyer is obligated to close the transaction that this Agreement contemplates. The Buyer may waive the failure to satisfy any one or more of the conditions.

- 9.1. **Representation and Warranties.** The Seller's representations and warranties must be true on the Closing Date as if made on that date.
 - 9.2. **Covenants.** The Seller must have complied with all of the covenants to be performed by it on or before the Closing date.
 - 9.3. **Mechanic's Inspection.** The Buyer must have received a Satisfactory Certificate.
 - 9.4. **Warranty.** The Car's warranty must be reasonably acceptable to the Buyer.
 - 9.5. **Bonus.** The Buyer must have received a bonus from High Power & Stress LLP of at least \$5,000.
10. **Termination.**
- 10.1. **Conditions to the Seller's Obligation to Close.** If either or both of the conditions stated in Section 8 have not been satisfied or waived on or before the Closing date, the Seller is entitled to retain both the First Down-payment and the Inspection Down-payment, if the Buyer has paid it. In this event, this Agreement terminates on the Closing Date, and neither party has any further rights or obligations under this Agreement.
 - 10.2. **Conditions to the Buyer's Obligation to Close.**
 - 10.2.1. **Mechanic's Inspection.** If the condition stated in Section 9.3 has not been satisfied or waived on or before the Closing Date, the Seller shall refund to the Buyer the First Down-payment.
 - 10.2.2. **Bonus.** If the condition stated in Section 9.5 has not been satisfied or waived on or before the Closing Date, the Seller is entitled to retain the First Down-payment, but she shall refund to the Buyer the Inspection Down-payment, if the Buyer has paid it.
 - 10.2.3. **Other Conditions.** If any one or more of the conditions stated in Sections 9.1, 9.2, and 9.4 has not been satisfied on or before the Closing Date, the Seller shall refund to the Buyer both the First Down-payment and the Inspection Down-payment, if the Buyer has paid it.
 - 10.2.4. **Payment.** The Seller shall make all payments required by Section 10 to the Buyer by certified check no later than three business days after the Closing Date.
 - 10.2.5. **Termination.** On the Buyer's receipt of all payments required from the Seller under Section 10, this Agreement terminates, and neither party has any further rights or obligations under this Agreement.

In order to confirm their agreement to the terms of this Agreement, the parties have executed and delivered this Agreement on the date set forth in the preamble. The signatures of the parties are on the following page.

Seller:

Indira Balram	Date
8209 East Harry Street,	
Wichita, KS 67207	

Buyer:

Tom Rogers	Date
7935 East Dublin Court,	
Wichita, KS 67206	

Exhibit A

Inadequacy Certificate

The undersigned certifies that the Car with Vehicle Identification Number 22306128 is not in good operating condition, normal wear and tear excepted.

Inspecting Mechanic:

Signed: _____

Printed Name: _____

Date: _____

Exhibit B

Satisfactory Certificate

The undersigned certifies that the Car with Vehicle Identification Number 22306128 is not in good operating condition, normal wear and tear excepted.

Inspecting Mechanic:

Signed: _____

Printed Name: _____

Date: _____