

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_  
2010, by and between The City of Isle of Palms, a South Carolina Municipal Corporation  
("Seller"), and \_\_\_\_\_, an \_\_\_\_\_ ("Buyer").

IN CONSIDERATION OF the mutual terms, covenants and conditions set forth herein,  
the parties hereto do hereby agree as follows:

1. Seller agrees that at the closing hereinafter mentioned, Seller shall sell and transfer to  
Buyer, for the consideration hereafter provided, one (1) 1994 Ford Packer (the "Packer"), VIN  
Number FDYW82E9RVA34670, free and clear of any liens or encumbrances. Buyer agrees to  
purchase the Packer and in full consideration therefor, Buyer agrees to pay the Seller the total  
purchase price of \_\_\_\_\_ (\$\_\_\_\_\_) Dollars, payable in full at closing by bank  
cashier's check or wired funds.

2. The closing of the sale shall occur in \_\_\_\_\_ on \_\_\_\_\_. At the  
closing, Seller agrees to deliver to Buyer a bill of sale and the original certificate of title, duly  
endorsed over to Buyer.

3. Upon delivery of the Packer, the bill of sale and the original certificate of title,  
Buyer agrees to pay to Seller the entire purchase price in the manner set forth in Section 1.

4. THE PACKER IS BEING SOLD STRICTLY IN "AS IS – WHERE IS"  
CONDITION. SELLER MAKES NO WARRANTIES OR REPRESENTATIONS TO BUYER  
WHATSOEVER, EITHER EXPRESSED OR IMPLIED, REGARDING THE CONDITION OF  
THE PACKER, ITS ENGINE, EQUIPMENT OR OTHER APPURTENANT PARTS OR  
SYSTEMS, OR THEIR FITNESS FOR ANY PARTICULAR USE OR PURPOSE, EXCEPT

FOR THE FOLLOWING WARRANTY OF TITLE: Seller hereby warrants to Buyer that Seller is the sole owner of the Packer, with full right, power and authority to sell the same, and has and shall convey to Buyer at closing a good and marketable title to the Packer, free and clear of any and all liens or encumbrances.

5. Seller and Buyer shall each pay their respective expenses (including without limitation the fees and expenses of their agents, representatives, counsel and accountants) incidental to the preparation or performance of this agreement.

6. All sale and use taxes, excise taxes, or any other transfer tax levied or assessed by any taxing authority as result of the sale of the Packer shall be paid by the Buyer at closing.

7. This Agreement is being delivered and is intended to be performed in the State of South Carolina shall be construed and enforced in accordance with the laws of such state.

8. This Agreement may be modified or amended only by a written instrument signed by each party hereto. No waiver of any term or provision hereof shall be effective unless in writing signed by the party waiving such term or provision.

9. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

10. This Agreement contains the entire agreement between the parties regarding the purchase and sale described herein and superseded any and all prior contemporaneous agreements, arrangements or understandings between the parties with respect thereto.

11. In the event that either party commence litigation to enforce their rights under this Agreement, the prevailing party shall be entitled to reimbursement from the non-prevailing party for all reasonable attorney's fees and costs incurred in such action through all trial and appellate levels.

12. All provisions contained in this Agreement shall survive the closing of the purchase and sale hereunder and the same shall remain binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands and seals, by and through the undersigned representatives, as of the day and year first above written.

WITNESS:

\_\_\_\_\_  
Witness #1 as to Seller

\_\_\_\_\_  
Witness #2 as to Seller

\_\_\_\_\_  
Witness #1 as to Buyer

\_\_\_\_\_  
Witness #2 as to Buyer

City of Isle of Palms, Seller

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_, Buyer

By: \_\_\_\_\_

Title: \_\_\_\_\_