

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT is made and entered into on the date hereinafter set forth by and between Profit Snacks, Inc. a Florida corporation, hereinafter referred to as "Seller", whose principal business address is 8437 Tuttle Ave, Suite 242, Sarasota, Florida 34243

and _____ Hereinafter referred to as
"Purchaser", whose address is:

and is made with regard to the following facts:

A. Seller has developed a Seller Assisted Marketing Plan involving the creation of businesses engaging in the ownership and servicing of refreshment vending machines.

B. Purchaser is desirous of entering into a business utilizing "Seller's" services and also the vending equipment provided by "Seller" pursuant thereto.

NOW, THEREFORE, the parties hereby agree as follows:

1. PURCHASE: Purchaser hereby agrees to purchase, and Seller agrees to sell, Sellers Seller Assisted Marketing Plan, which includes the services and also includes the equipment described herein.

2. SELLER FORM OF BUSINESS AND AGENT: The business form of Seller is a corporation organized and existing under the laws of the State of Florida. Seller's agent who is authorized to receive process on behalf of Seller, is Leonard Friedman, 8437 Tuttle Ave, Suite 242, Sarasota, Florida 3243

3. SERVICES PROVIDED BY SELLER: Seller shall undertake to perform the following acts or services for purchaser:

- a) Provide to Purchaser a Start-up supply, sufficient for two mailings, of full color location presentation brochures complete with business reply card, pre addressed to prospective locations with Purchasers company name and return address imprinted. Purchaser agrees to provide and apply postage stamps and to mail location presentation brochures provided by seller to pre addressed prospective locations. Seller's Customer Service Department agrees, at purchaser's request, to call any third party responses received from mailings in order to explain the program more fully to the locations management.
- b) Provide to Purchaser, at any time in the future, additional supplies of full color location presentation brochures complete with business reply card, pre addressed to prospective locations with Purchasers company name and return address. Purchaser agrees to purchase and affix stamps and make any and all mailing to prospective locations. Seller's Customer Service Department agrees, at purchaser's request, to call any responses received in order to explain the program more fully to the locations management. These additional future supplies provided to Purchaser after the Start-Up supply shipped pursuant to this Agreement, (listed in "3a" above) will be at an additional cost to Purchaser at Sellers then current price for these supplies.

- c) Provide to purchaser a start-up kit, which contains service records, machine operating manual, menu planners, and other data.
- d) Provide to Purchaser ongoing telephone support during normal business hours by Seller's Customer Service Department.
- e) If requested, provide to Purchaser a list of refreshment wholesalers and/or assist Purchaser in the selection of suppliers of wholesale refreshments.
- f) If requested, assist Purchaser in selection of refreshments.
- g) In the event that Purchaser should decide, after having been in business for at least twelve months, to sell his/her established vending business, Seller agrees to advise/assist in such sale. Purchaser agrees to pay Seller a ten percent (10%) commission (based on the sale price), when said business is sold through such assistance. Seller acknowledges that purchaser may transfer, sell or assign this Purchase Agreement to any individual, company, or corporation of Purchasers choice, and may do so at any time.
- h) The Seller offers to Purchaser, on purchases after this initial purchase, an expansion financing program to expand his/her business, the following options upon the following conditions:
 1. Purchaser shall have the option to purchase, after 120 days from the placement of the vending machines purchased pursuant to this Agreement, a number of vending machines up to three times the number of vending machines purchased herein, with a fifty percent (50%) down payment and the balance paid in twenty-four (24) equal monthly installments, without interest as long as all payments are made on time.
 2. Purchaser shall have the option to purchase, after 240 days from the placement of the vending machines purchased pursuant to this Agreement, a number of vending machines up to three times the number of vending machines initially purchased herein, with a fifty percent (50%) down payment and the balance paid in twenty-four (24) equal monthly installments, without interest as long as all payments are made on time.
 3. Purchaser shall have the option to purchase, after 365 days from the placement of the vending machines purchased pursuant to this Agreement, a number of vending machines up to three times the number of vending machines purchased herein, with no down payment and the balance paid in twenty-four (24) equal monthly installments, without interest, as long as all payments are made on time.
 4. These options (options h: 1, 2, & 3 above) are available provided Purchaser's credit has been approved by the Seller's credit department and all prior payments for previous finance options are current and have been timely and Purchaser executes all requisite documentation, including a security agreement pursuant to which Seller shall have a security interest in the machines until they are fully paid for. Purchaser agrees to provide Seller a current list of addresses where financed machines are located. These options (options h: 1, 2, & 3 above)

are only available to Purchaser if Purchaser has remitted to Seller the final balances called for in this Purchase Agreement by the date listed in this Purchase Agreement in 5 b) under, "Balance Due - To Be Forwarded to Seller By (date)".

5. The price to be paid by Purchaser to Seller for these optional expansion vending machines including supplies and services (in options h: 1, 2, & 3 above) shall be computed by dividing the Total Purchase Price paid for supplies, services, and equipment purchased pursuant to this Agreement, by the total number of full Refreshment Centers machines purchased pursuant to this Agreement. The resulting figure shall be the price to be paid to Seller by Purchaser for each optional expansion vending machine, with supplies and services, purchased pursuant to options h), 1, 2, and 3 above. Seller might occasionally run a special price promotion. These reduced price machines do not qualify for this expansion financing.

4. EQUIPMENT PROVIDED BY SELLER: In addition to supplies and services described in this agreement Seller shall provide Purchaser with the following described equipment.

_____ Sellers Compact # _____ selection Snack Vending Modules for Sellers "Refreshment Center" vending machine.

_____ Sellers Compact 5 selection Cold Canned Drink Vending Modules for Sellers "Refreshment Center" vending machine.

_____ Sellers bill changer Modules for Sellers "Refreshment Center" vending machine.

5. PURCHASE PRICE, PAYMENT: Purchaser shall pay the following consideration to Seller:

a) As and for the purchase price of the program being purchased, Purchaser shall pay to the Seller the sum of:

_____ Dollars (\$ _____)

Payable as follows:

\$ _____ which represents **10%** of the purchase price upon execution of this agreement.

\$ _____ which represents the balance of the purchase price which is to be paid by Purchaser prior to shipment by Seller.

b) Summary of amounts to be paid by Purchaser:

Total Purchase Price \$ _____

Add Sales Tax \$ _____
(Florida Only)

Total \$ _____

Less \$500 Deposit \$ _____
Tendered With Application

Less balance of 10% \$ _____
Deposit - Hereby Tendered

Balance Due \$ _____

Balance Due - To Be Forwarded to Seller By: _____
(Date)

c). Sales tax, and/or any permits or licenses, or fees, etc necessary to do business in Purchaser's area are the sole responsibility of the Purchaser.

6. SHIPPING DATE:

a) Seller Agrees to cause shipping of equipment to purchaser within a maximum of forty-five (45) business days from the time payment in full by cashier's check or wire transfer clears Sellers bank. All shipments are forwarded F.O.B, freight collect, Seller's or manufacturers warehouse to Purchasers address as shown on page one (1) of this agreement, unless otherwise indicated by Purchaser in writing. Purchaser agrees to pay all freight, and/or storage and other shipping charges, if any. These charges are not collected in this Purchase Agreement. Purchaser's carrier shall be selected by Seller.

7. SUPPLIER OF EQUIPMENT: The name and address of the supplier of the products and equipment being sold to Purchaser is: Profit Snacks, Inc., 8437 Tuttle Ave, Suite 242, Sarasota, Florida 34243.

8. PURCHASER'S REPRESENTATIONS: Purchaser hereby represents as follows:

- a) He/she is acting freely and voluntarily entering into this Agreement.
- b) The equipment and product being purchased by Purchaser will be used for business purposes.

- c) He/she is not relying on any representations or statements made by Seller or Seller's representatives which are not specifically included in this Agreement or in Disclosure Statement which has been received, including, but not limited to, any representations or statements whatsoever concerning location assistance, location guarantees, exclusive areas or territories, profitability of the business venture, or the existence of any "buy back", "protection", or "security" arrangement concerning the equipment and services being purchased herein, or the ability to receive a refund of the deposit after the cancellation period ends.. **That Seller, nor Seller's agents, has not made or implied, either verbally or written, any claims, earnings claims, possibilities or projections of earnings, income, profits, sales, proceeds nor assurances of averages or minimum or maximum income.** Purchaser understands that potential earnings of individual vending machine owners may be higher or lower than Purchaser might anticipate. Purchaser absolutely understands that any earnings, if any, are the direct result of Purchasers efforts, service and promotion. They are under the total control of Purchaser only and can in no way be predicted or influenced by Seller.

X _____
(Purchasers Signature)

X _____
(Purchasers Signature)

- d). Are there any statements, promises, representations or agreements that influenced Purchaser to purchase or that Purchaser is expecting other than those specifically stipulated in writing in this Purchase Agreement?

No (initials)_____ Yes (initials)_____

If yes, explain _____

- e). Has Seller, or Seller's agents made or implied, either verbally or written, any claims, possibilities or projections of earnings, income, profits, sales, proceeds nor assurances of averages or minimum or maximum income.?

No (initials)_____ Yes (initials)_____

If yes, explain _____

- f). **PURCHASER VERIFIES THAT PROFIT SNACKS, INC. HAS PROVIDED TO PURCHASER, AND PURCHASER HAS RECEIVED, READ, AND UNDERSTANDS, A COMPLETE DISCLOSURE DOCUMENT PRIOR TO PURCHASER ENTERING INTO ANY CONTRACTUAL AGREEMENT OR TENDERING ANY MONIES. AND PURCHASER IN ENTERING INTO THIS AGREEMENT IS RELYING SOLELY ON THE STATEMENTS AND REPRESENTATIONS THEREIN AND HEREIN.**

- g). That Seller does not warrant the quality or productiveness of any of Purchasers locations for equipment.

- h). That Purchaser understands and agrees that any excerpt provided by seller from industry studies or from Vending Times Magazine or American Automatic

Merchandise Magazine is provided solely for Purchaser information and was researched, prepared or published by persons not affiliated in any way with Profit Snacks, Inc., which makes no representation or claim (1) that the information contained in the excerpt is true or correct, (2) that the operations of a purchaser of Profit Snacks Inc. Seller Assisted Marketing Plan will produce sales figures in any way related to the data contained in the excerpt or (3) that the Profit Snacks, Inc. Seller Assisted Marketing Plan provides income or earnings potential of any kind.

- i). That Purchaser understands that while Profit Snacks, Inc., participates enthusiastically in confection manufacturers' Vending Support Programs, but that Profit Snacks, Inc. is not associated in any other manner with any confection manufacturer.

9. RELATIONSHIP OF SELLER AND PURCHASER: This Agreement shall not constitute either party the agent or legal representative of the other for any purpose whatsoever and neither party is granted any right or authority to assume or create any obligation or responsibility, expressed or implied, on behalf of or in the name of the other party.

10. WARRANTY OF QUALITY: Seller hereby warrants that the equipment it sells to Purchaser shall be obtained only from manufactures providing warranties against defects in workmanship and materials for a minimum period of 12 months. The manufacturers warranty provided herein is exclusive and provided in lieu of any other warranty. Seller hereby disclaims any other warranties, expressed or implied, including any implied warranties of merchantability and implied warranty for fitness of purpose.

11. PURCHASERS NON EXCLUSIVE PRIMARY AREA OF RESPONSIBILITY: Seller does not restrict, or attempt to restrict, any purchaser in any way as to geographically where any purchaser may provide services and/or locate vending machines purchased from Seller. Seller's policy is that Purchaser, and all other purchasers of Seller, may locate machines and provide services anywhere on the face of the earth that Purchaser, or any other purchasers, desire. However, in Sellers effort to try to be a "good neighbor" to its purchasers, and try to avoid any possible geographic congestion of its purchasers, **Seller will restrict ONLY itself.** Therefore starting from that point in time when payment in full for this initial Purchase Agreement clears seller's bank, Seller agrees to restrict only itself. And not to sell to any new purchasers requesting the same United States Postal zip code boundaries as their Non Exclusive Primary Area of Responsibility as Purchasers following agreed upon **NON EXCLUSIVE** Primary Area of Responsibility.

PURCHASERS AGREED NON EXCLUSIVE PRIMARY AREA OF RESPONSIBILITY IS THE AREA ONLY WITHIN THE FOLLOWING U.S. POSTAL ZIP CODE(S)

Purchasers above listed Non Exclusive Primary Area of Responsibility is not intended as an exclusive area for Purchaser. Purchaser is not acquiring any exclusive right or special right to any particular or specific geographical area. It is only intended to attempt to help avoid any possible crowding of purchasers in any given area. However, since there are no restrictions on Purchaser or any other purchasers, any and all purchasers may service and place vending machines and

products into any geographical area they desire inside or outside of their own assigned Non Exclusive Primary Area of Responsibility even into the above listed zip code areas of Purchaser's Non Exclusive Primary Area of Responsibility. Purchaser acknowledges that Seller may have sold and may continue to sell the same or similar vending machines to other purchasers, which purchasers may have located or may locate their vending machines in the same geographical area as Purchaser's Non Exclusive Primary Area Of Responsibility, or into the same geographic area as Purchaser intends to locate his/her vending machines. Seller will continue to impose this self restriction that it places ONLY UPON ITSELF only as long as Purchaser continues to expand and add to Purchaser's business a minimum of four additional Refreshment Center vending machines, purchased, or financed, from Seller, per year at the minimum rate of one additional Refreshment Center vending machine obtained from Seller each three months, with the first purchase of an additional vending machine from Seller within 180 days after shipment of initial order herein. These new Refreshment Center vending machine additions to continue until purchaser reaches a maximum of three times the quantity of vending machines purchased on the initial Purchase Agreement. At which point Seller will perpetually continue to impose this self restriction that it places ONLY UPON ITSELF. Purchaser is under absolutely no obligation to maintain the above optional Refreshment Center vending machine addition schedule. All that will change if Purchaser does not adhere to above Refreshment Center vending machine addition schedule, is that Seller will take that as a signal from Purchaser that Purchaser has grown as large as Purchaser desires and wants any other potential locations in Purchaser's Non Exclusive Primary Area Of Responsibility made available to others. Seller will then no longer impose this self restriction it places ONLY UPON ITSELF and may then sell to other purchaser's also requesting Purchaser's above zip code boundaries as their Non Exclusive Primary Area of Responsibility. In either event Purchaser will still retain the all rights and obligations under this Purchase Agreement.

12. ENTIRE AGREEMENT: This Agreement contains all the agreements, understandings, representations, conditions, warranties, and covenants made between the parties hereto and may be amended only by a written instrument executed by Seller and Purchaser. Any prior, expressed or implied, written or verbal, agreements, understandings, warranties, covenants, conditions, or representations between the parties are annulled and the clauses of this Purchase Agreement are the entire surviving understanding and agreement between the parties.

13. COSTS AND FEES: In the event of litigation between the parties hereto concerning their respective rights and duties under the terms of this Agreement, the prevailing party shall be entitled to recover costs and reasonable attorney fees from the other party.

14. JURISDICTION:...Any legal action or other proceedings brought for the enforcement of this Agreement, or because of an alleged dispute, breach or default of any of the provisions of this Agreement and Purchase Order, must be instituted and heard in a court in the county in which the defendant maintains his/her or its principal residence or principal place of business.

15. TERM OF PURCHASE AGREEMENT:... Except for the manufacturer's warranty and the right of Purchaser to purchase additional machines under the expansion financing terms of this Agreement, the term of this Agreement shall terminate one (1) year from the date hereof. However, each time Purchaser purchases additional machines from Seller Purchaser will be required to sign the then current Purchase Agreement giving Purchaser other one year term from the date of the new Agreement.

16. CANCELLATION OF AGREEMENT:

You have three business days in which you may cancel this Agreement for any reason by mailing or delivering written notice to the “Seller Assisted Marketing Plan” Seller. The three business days expire on:

(Last date to mail or deliver notice)

And notice of cancellation should be mailed or delivered to:

**Profit Snacks, Inc.
8437 Tuttle Avenue
Suite 242
Sarasota, Florida 34243**

If you choose to mail your notice, it must be placed in the United States Mail properly addressed, first-class postage prepaid, and postmarked before midnight of the above date. If you choose to deliver your notice to the Seller directly, it must be delivered to him by the end of his normal business day on the above date. Within five business days of receipt of notice of cancellation, the Seller shall return to the Purchaser all sums paid to the Seller by the Purchaser pursuant to this Agreement. Within five business days of receipt of all such sums, the Purchaser shall make available at his address or at the place at which they were caused to be located, all equipment supplies, or products provided to the Purchaser pursuant to this Agreement. Upon demand of the Seller, such equipment, supplies, and products shall be made available at the time the Purchaser receives full repayment by cash, money order, or certified check.

IN WITNESS WHEREOF, this agreement is executed at

_____ (City) _____ (State)

On this _____ day of _____ (Month), 2006

ACKNOWLEDGED, READ AND ACCEPTED

SELLER: PROFIT SNACKS, INC.

BY PURCHASER(s)

By _____
(Seller Signature)

(Purchaser Signature)

(Print Name)

(Purchaser Signature)

As Sellers _____
(title)

DATE: _____

PURCHASER'S PHONES:

HOME: _____

CELL: _____

WORK: _____

eMAIL: _____

Payment Wiring Instructions

Funds should be wired to: Washington Mutual Bank
ABA # 267084131
Credit Account of: Profit Snacks, Inc.
Credit Account # 3091723285

The following must be on the bank wire: Purchasers complete name, city and state.
(Please use name on Purchase Agreement)

Or Payment by Bank or Cashiers Check

(no personal or business checks)

Checks should be made payable to Profit Snacks, Inc. and sent overnight (via UPS or FedEx) to the address shown below. Please make sure that your complete name and account number are on the check and contact information is included very obviously in the envelope.

Profit Snacks, Inc.
8437 Tuttle Ave.
Suite 242
Sarasota, Florida 34243

**Always notify us that money is on the way so that we can watch out for it.
1-800-510-8311 ext 3
or email at... CustomerService@ProfitSnacks.com**

EARNINGS CLAIM DISCLAIMER

Earnings claims are illegal for Franchise or business opportunity sellers to make to prospective purchasers. It's simply not allowed. For a Seller to make an earnings claim would be a violation of Federal Trade Commission (FTC) and many state regulations putting us in jeopardy of very large fines possibly into the millions of dollars.

Profit Snacks, and it's employees and agents, are instructed to NEVER!!! make, or alluded to, any specific dollar amount earnings claims.

If you ever hear any of our people making, or alluding to, a specific dollar amount earnings claim YOU MUST NOTIFY US AT ONCE and he/she will be fired on the spot. All of our people have voted and 100% of our people actually chose this drastic corporate protective action themselves.

However, in our brochure, print, advertising, and in our conversations we do use only very wide, totally generic, motivational statements such as:... "Hottest, most profitable business", "End your money concerns", "Make the kind of money most people just dream about", "Profitable", "Collect your profits", "The perfect money making team", "Making you money", "Super money machine", "Earn as much as you want", "Laugh all the way to the bank", etc. We have also shown you national surveys of average industry earnings that were published in industry magazines. These above statements are not specific dollar amount earnings claims.

Please understand that no one knows how much any specific one of our business owners will earn, or how much any specific machine or specific location will produce. (even if we did know, by law we still would not be allowed to communicate it), **or if you will make any money at all**, or achieve or come anywhere near the published national averages. These statements are only what are legally called, "sales talk", with no specific earnings figure, or earnings range, stated, inferred, in mind, or alluded to.

THE FOLLOWING WORDING IS REQUIRED BY THE FEDERAL TRADE COMMISSION:

If you hear, or read, any of our "sales talk" THERE IS NO ASSURANCE YOU WILL. DO AS WELL. DO NOT RELY ON THIS "Sales Talk" UNLESS YOU ACCEPT THE RISK OF NOT DOING AS WELL.