

EXHIBIT D

PURCHASE AGREEMENT

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THIS AGREEMENT made and entered into this ____ day of _____ 20__, between ECONO LUBE N' TUNE INC., a California Corporation (hereinafter referred to as "SELLER" and _____ (hereinafter referred to as "BUYER").

WHEREAS SELLER offers and sells franchises for the operation of independently owned and operated businesses which provide motor vehicle maintenance services under the name "ECONO LUBE N' TUNE & BRAKES," and

WHEREAS SELLER is the owner of an already existing Econo Lube N' Tune & Brakes business (hereinafter the "Business") located at _____ in the City of _____ (hereinafter referred to as the "Premises"), and

WHEREAS BUYER desires to obtain a franchise from SELLER and, in facilitation thereof and in conjunction therewith, desires to purchase from SELLER the aforementioned Business, and purchase or lease from SELLER the equipment, merchandise, fixtures and records of same, all as more fully set forth herein, and

WHEREAS the SELLER has the right to lease or sublease the Premises, and BUYER desires to lease or sublease same from SELLER,

NOW, in consideration of the above and of the mutual agreements contained herein the parties agree as follows:

1. SALE OF BUSINESS. SELLER hereby sells to BUYER, and BUYER hereby buys from SELLER, effective as of 12:01 A.M. on the Date of Possession, as defined in Paragraph 9 below, the business conducted by SELLER at the Premises, and all of that certain property (the "Property") described as follows: (a) All records, forms, customer lists, office supplies and uniforms now in the Premises (excluding, however, items enumerated in Paragraph 2), hereinafter referred to as "Incidental Property"; (b) all merchandise (inventory) at the Premises, subject to adjustment pursuant to Paragraph 6 of the Agreement, hereinafter referred to as "Inventory"; and, (c) all equipment owned by SELLER which shall be in the store premises, including (but not limited to) tools, machinery, computers, and diagnostic and repair equipment (excluding, however, items enumerated in Paragraph 2), hereinafter referred to as "Equipment."

2. EXCLUSIONS. None of the following property is to be included in the sale to BUYER: (a) Cash on hand, cash in banks, and accounts receivable; (b) any and all equipment (including, without limitation, tools, machinery, computers and diagnostic and repair equipment) which SELLER may lease or sublease to BUYER under any Equipment Lease/Sublease Agreement entered into contemporaneously herewith; and (c) the Premises, which SELLER leases or subleases to

BUYER under the real property Lease or Sublease entered into contemporaneously herewith.

3. RESTRICTIONS. Notwithstanding anything to the contrary herein contained, the ownership, operation, and all other rights and obligations of BUYER with respect to the Business and the Property hereby conveyed shall be governed by and is hereby expressly made subject to all of the terms, conditions and restrictions of the ECONO LUBE N' TUNE & BRAKES Franchise Agreement entered into between the parties contemporaneously herewith (the "Franchise Agreement").

4. PURCHASE PRICE. The purchase price for the Property shall be _____ Dollars (\$_____) which is the sum of the following amounts:

- (a) \$ _____ for Incidental Property;
- (b) \$ _____ for Inventory Allowance;
- (c) \$ _____ for any Equipment conveyed hereunder (and not leased or subleased), a schedule of which is annexed hereto as Exhibit "A"; if leased or subleased, the lease payments for a schedule of such equipment is set forth in the Equipment Lease Agreement;
- (d) \$ _____ for going concern value; and
- (e) The initial franchise fee to be paid by BUYER to SELLER pursuant to paragraph 4.01 of the Franchise Agreement, said amount to be _____ Dollars (\$_____).

5. PAYMENT OF PURCHASE PRICE.

(a) The purchase price for the Property conveyed hereunder shall be paid to SELLER by BUYER as follows: _____ Dollars (\$_____) in cash or by certified check on the execution of this Agreement, the receipt of which is acknowledged by SELLER; and the balance of _____ Dollars (\$_____) by a negotiable Promissory Note executed contemporaneously herewith. As collateral security for the payment of the Promissory Note, BUYER shall execute and deliver to SELLER contemporaneously herewith a security agreement granting to SELLER a security interest in all of the Property conveyed hereunder, which security agreement may contain an after-acquired property clause and such other provisions as the parties may agree upon. All of the Property shall continue to serve as security until all of BUYER's obligations to SELLER have been satisfied in full, whether arising under the Promissory Note, or any other agreements between SELLER and BUYER, including but not limited to the Franchise Agreement.

(b) In addition to the Purchase Price described in Subparagraph 5(a) above, BUYER shall pay SELLER in cash promptly following the execution of this Agreement, sales and use tax, if any, arising out of the transfer of property to BUYER hereunder. SELLER shall file all necessary returns with the State Board of Equalization or other applicable government agencies and pay the taxes due in a timely fashion. Such payment from BUYER to SELLER shall not be construed as part of the purchase price.

(c) BUYER shall not assume accounts payable, customers' credit balances, accrued pensions, salaries, bonuses or vacation pay outstanding as of the Date of Possession (defined hereunder).

6. ADJUSTMENT OF INVENTORY ON DATE OF POSSESSION. Included in the purchase price as specified above in Paragraph 4(b) and conveyed by SELLER to BUYER hereunder is that Inventory set forth, described and valued in Exhibit "B" annexed hereto. On the Date of Possession, or on such earlier date mutually agreed upon by the parties, BUYER and SELLER shall conduct a physical inventory of all merchandise in the Premises. A written inventory shall be mutually prepared by the parties, and SELLER shall furnish to BUYER any deficiency in inventory from that conveyed hereunder no later than ten (10) business days following the Date of Possession (as defined hereunder). In the event of there being an excess of inventory on hand, BUYER shall accept same at the standard prices charged by SELLER to its franchisees similarly situated, to be billed by SELLER within ten (10) business days following the physical inventory and paid for by BUYER by the 25th of the month of the Date of Possession (as defined hereunder).

7. WAIVER OF BULK TRANSFER REQUIREMENTS. BUYER hereby waives requirements of the bulk transfer provisions of the Uniform Commercial Code (if California) or similar (if other than California). SELLER will indemnify BUYER against all claims made by creditors of SELLER, except for the items listed on Exhibit "A" for which BUYER shall be responsible and which BUYER shall promptly pay and discharge. SELLER represents that, except as described on Exhibit "A," there are no lien, encumbrances, or security interests on any of the property hereby sold to BUYER, and warrants that the title conveyed to BUYER will be free and clear. This indemnity, representation, and warranty of SELLER shall survive the execution of this Agreement.

8. NO WARRANTY OFFERED. SELLER MAKES NO REPRESENTATION OR WARRANTY CONCERNING THE CONDITION OF THE EQUIPMENT OR PREMISES LEASED OR PURCHASED WITH THIS BUSINESS OR THEIR SUITABILITY FOR USE IN ANY OPERATION OR THEIR FITNESS OR MERCHANTABILITY. BUYER ALSO ACKNOWLEDGES AND ACCEPTS THAT THE PREMISES AND EQUIPMENT BEING SOLD, LEASED AND/OR SUBLEASED IS DONE SO ON AN "AS-IS", "WHERE-IS" BASIS AND, AS SUCH, IS NOT OBLIGATED TO MAKE ANY REPAIRS OR REPLACEMENTS.

9. DATE OF POSSESSION. BUYER shall take possession of the Premises and the Property on the day following the BUYER's completion of the ECONO LUBE N' TUNE & BRAKES Training Program (as provided for in Paragraph 6.01 of the Franchise Agreement entered into between the parties contemporaneously herewith) or on such earlier date as SELLER may, in its discretion, designate by written notice delivered to BUYER in accordance with paragraph 16 below (herein referred to as the "Date of Possession"). Title and risk of loss shall pass to BUYER as of 12:01 A.M. on the Date of Possession. Said Date of Possession shall be identified by a memorandum as soon as possible.

10. OTHER AGREEMENTS.

(a) Contemporaneously with the execution of this Agreement, the parties are entering into and executing the following agreements: (i) The ECONO LUBE N' TUNE & BRAKES Franchise Agreement; (ii) a real property Lease or Sublease of the Premises; and a Promissory Note and Security Agreement. In addition, the parties may enter into an Equipment Lease or Sublease Agreement.

(b) BUYER hereby assumes SELLER's obligations under the following agreements relating to services or equipment provided by third parties used in connection with the operation of the Business:

Security Alarm Agreement
Telephone and Telephone Service Agreement
Uniform Agreement
Equipment Maintenance Agreement

11. CONDITIONS OF SALE. This sale is conditioned upon the consummation and execution of the Agreements set forth in Paragraph 10 immediately preceding.

12. CONDUCT OF BUSINESS. Prior to the Date of Possession, SELLER shall:

(a) Operate its business in the usual, regular and ordinary manner;

(b) Not, except for the sale of inventory in the normal course of business or by written consent of BUYER, sell, mortgage, pledge, assign or subject to lien, charge or other encumbrance any of the property purchased by BUYER hereunder; and,

(c) Comply with all laws and contractual obligations applicable to the business and operations of SELLER.

13. INDEMNIFICATION. SELLER shall indemnify BUYER and hold harmless from and against all actions, suits, damages, judgments, costs, charges,

expenses and attorney's fees in consequence of any liabilities of whatever nature accruing prior to the Date of Possession and which may be asserted against BUYER as the transferee of assets to be purchased by BUYER hereunder, it being understood that this indemnity refers only to such transferee's liabilities as might be imposed by law on BUYER as transferee of the assets purchased under this Agreement.

14. AMENDMENT AND WAIVER. This Agreement may be amended or modified only by an instrument in writing duly executed by the parties hereto.

15. ASSIGNMENT. Prior to the Date of Possession, neither this Agreement nor any rights created hereby may be assigned by BUYER without the express written consent of SELLER, which consent may be withheld by SELLER in its discretion. From and after the Date of Possession, assignment shall be governed by and subject to the ECONO LUBE N' TUNE & BRAKES Franchise Agreement, the Equipment Lease or Sublease Agreement, if any; the Real Property Lease or Sublease; and any other agreement between the parties then in force and effect.

16. NOTICES. Any notice, communication, request, reply or advice in this Agreement provided or permitted to be given must be in writing and may be given or may be served by depositing same in the United States Mail, addressed to the party to be notified, postage prepaid, and sent by first class mail, or by delivering the same in person to the other party or to his authorized representative. For purposes of notice, the addresses of the parties shall, until changed by written notice to the other party, be as follows:

If to SELLER: ECONO LUBE N' TUNE, INC.

4911 Birch Street
Newport Beach, California 92660
Attention: President or Executive Vice President

If to BUYER: BUYER's residence located at:

or following the Date of Possession and in the discretion of SELLER, the Premises.

17. GOVERNING LAW. This Agreement shall be interpreted, construed and governed by the laws of the State of California.

18. ATTORNEY'S FEES. Should any action, proceeding or arbitration arise by virtue of a dispute concerning this Agreement between the parties hereto, the prevailing party shall be entitled to recover reasonable attorney's fees and associated court costs from the non-prevailing party.

19. FURTHER ASSURANCES. Each party agrees that, upon request of the other, it shall from time to time execute and deliver to such other party all instruments and documents of further assurance or otherwise and shall do any and all acts and things as may be reasonably required to carry out the obligations of the parties hereunder and to consummate the transactions provided for and contemplated hereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SELLER

BUYER

ECONO LUBE N' TUNE, INC.
A California Corporation

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

Exhibit "A"

Liens, Encumbrances or other Security Interests in Property