

# **Exhibit A**

## **Sale Agreement**

## OFFER TO PURCHASE

The undersigned, BR Acquisitions, LLC and/or assignees ("Buyer"), hereby offers to purchase from Chi Chi's Inc., OSI, Inc. and Emerald Realty ("Seller"), the property described on Exhibit A attached hereto and made a part hereof, subject to the terms and conditions set forth herein.

1. **Real Property.** The real property to be purchased by Buyer and sold by Seller hereunder ("Property") is described on Exhibit A attached hereto.

2. **Purchase Price.** The purchase price ("Purchase Price") for the Property is One Million Eight Hundred Thousand Dollars (\$1,800,000.00), and shall be payable, subject to prorations and credits as provided in this Offer to Purchase ("Offer"), at Closing by delivery of a certified or cashier's check or by wire transfer. Within five (5) days from the date of acceptance of this Offer, Buyer shall deposit the sum of Twenty Five Thousand Dollars (\$25,000.00) as earnest money ("Earnest Money") with the title insurance company selected pursuant to Paragraph 4, below, which Earnest Money shall be disbursed in accordance with this Offer or credited towards the Purchase Price at closing. In addition, upon the waiver of contingencies in Section 3 below, the Buyer shall deposit an additional \$75,000.00 as Earnest Money with the title company and the entire \$100,000.00 of Earnest Money shall be non refundable if Buyer fails to close on this transaction, except in the event Seller does not deliver title as outlined herein, Seller defaults in its obligations herein or Seller refuses to close as required herein and these events, the Earnest Money shall be refunded to Buyer.

3. **Contingencies.** Buyer's obligation to conclude this transaction is contingent upon the matters set forth below.

3.1. **Survey.** Buyer obtaining, at Buyer's sole expense, in form and substance satisfactory to Buyer and Buyer's lender, a survey of the Property prepared by a registered land surveyor.

3.2. **Leases.** Buyer's review and approval of all leases affecting the Property, and Buyer entering into an acceptable lease for the development and leasing of the Property with Pets Mart or a tenant acceptable to Buyer with the terms of said lease being acceptable to Buyer in Buyer's sole discretion.

3.3. **Physical Condition and Hazardous Waste.** Buyer obtaining, at Buyer's sole cost and expense, a satisfactory physical inspection of the Property, including environmental matters.

3.4. **Title.** Buyer reviewing and approving the title and title insurance commitment for the Property.

3.5 **Zoning.** Buyer confirming and/or obtaining appropriate zoning and all permits/approvals for the Property, suitable for Buyer's intended use for the Property. Buyer agrees to use the most expeditious process for procuring approvals.

If Buyer does not notify Seller in writing on or before November 30, 2005 that it has been able to satisfy all the contingencies set forth above, all at its sole discretion, this Offer shall terminate and be of no further force and effect and in such event the Earnest Money shall be returned to Buyer.

4. **Title Insurance.** Seller shall obtain and pay for and deliver to Buyer a commitment, from Chicago Title Insurance Company, to issue an owner's policy of title insurance in the amount of the Purchase Price, naming Buyer as the insured, showing title to the Property as of the Closing Date. Buyer



Seller FAX Number

949-724-9914

10. Property Condition. Seller warrants and represents that there are no tenant leases for the Property except those identified on Exhibit B attached hereto.

11. Default. Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal remedies. If either party defaults under this Offer, the other party may seek any remedy available in law or equity, except that if Buyer fails to close after the waiving of its contingencies and said failure is not a result of a Seller default, the only recourse Seller shall have against Buyer is to retain the Earnest Money as its damages.

12. Warranties and Other Contracts. At Closing, Seller shall assign to Buyer any existing warranties, service contracts or agreements affecting the Property which are then in force and effect, to the extent assignable. Seller warrants and represents to the best of its actual knowledge without due inquiry that except for the leases described on Exhibit B and the agreements to be assigned to Buyer as discussed above, and any matters of record, there exist no other contracts, oral or in writing, involving the Property which may be binding upon Buyer.

13. Compliance with Laws. Seller hereby represents and warrants to the best of its actual knowledge without due inquiry to Buyer that the Seller has received no notice and has no knowledge that the Property and the current use thereof by any current occupant is in violation of any law, regulation, code, rule, ordinance or requirement of any federal, state or local governmental authority having jurisdiction over the Property.

14. Authority. Seller warrants and represents to Buyer that Seller has full power, and has taken all necessary action, to authorize the execution, delivery and performance of this Offer, and this Offer constitutes the legal, valid and binding obligation of Seller, enforceable in accordance with its terms.

15. Intentionally Deleted

16. Miscellaneous.

16.1. Time is of the essence as to all dates set forth herein.

16.2. This Offer shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

16.3. On the Closing Date, or thereafter if necessary, each party shall, without cost or expense to the other party, obtain and deliver to or cause to be executed and delivered to the other party, such further instruments of transfer and conveyance as may reasonably be requested to carry out the transactions contemplated herein.

16.4. This Offer may be signed in counterparts, each of which upon execution and delivery as prescribed, shall be deemed an original for all purposes.

16.5. This Offer shall be null and void unless an original hereof signed and accepted by Seller is returned to Buyer, at the address set forth below for notices, on or before September 18, 2005.

16.6. No agreement shall be effective to add to, change, modify, waive or discharge this Offer in whole or in part, unless such agreement is in writing and signed by the parties to be bound.

16.7. Seller acknowledges and is aware that Buyer will be expending significant dollars in its review of the Property which shall be deemed sufficient consideration for Seller's execution of this Offer, and Seller shall not be entitled to dispute the binding nature of this Offer as a result of Buyer's contingencies stated herein.

16.8. Buyer and its agents shall have the right to enter and inspect the Property during the term of this Offer, and Buyer indemnifies and holds Seller harmless from and against all liability and costs from damage to the Property and/or injury to persons that result from Buyer or Buyer's agents being on the Property.

16.9. Seller agrees to pay a sales commission to Polacheck Company per their agreement, which will be divided between Polacheck and Mid America, at Closing.

16.10. Seller is aware that Brian Riordan, a member of the Buyer entity, is a licensed real estate broker in the State of Wisconsin.

16.11. This Offer is subject to Bankruptcy Court approval.

16.12. This Offer does not include any personal property or equipment (i.e. furniture / trade fixtures / restaurant equipment) owned by Seller entity or third party lessor. Seller may but shall not be obligated to liquidate or otherwise remove prior to Closing. Any items left after Closing shall be the property of Buyer.

IN WITNESS WHEREOF, the Buyer has caused this Offer to be executed this 13 day of September, 2005.

**BUYER:**

BR ACQUISITIONS OF WISCONSIN, LLC

  
\_\_\_\_\_  
Brian R. Riordan, Member

Acceptance

Accepted this 14<sup>th</sup> day of SEPTEMBER,  
2005.

16.6. No agreement shall be effective to add to, change, modify, waive or discharge this Offer in whole or in part, unless such agreement is in writing and signed by the parties to be bound.

16.7. Seller acknowledges and is aware that Buyer will be expending significant dollars in its review of the Property which shall be deemed sufficient consideration for Seller's execution of this Offer, and Seller shall not be entitled to dispute the binding nature of this Offer as a result of Buyer's contingencies stated herein.

16.8. Buyer and its agents shall have the right to enter and inspect the Property during the term of this Offer, and Buyer indemnifies and holds Seller harmless from and against all liability and costs from damage to the Property and/or injury to persons that result from Buyer or Buyer's agents being on the Property.

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16.10. Seller is aware that Brian Riordan, a member of the Buyer entity, is a licensed real estate broker in the State of Wisconsin.

16.11. This Offer is subject to Bankruptcy Court approval.

16.12. This Offer does not include any personal property or equipment (i.e. furniture / trade fixtures / restaurant equipment) owned by Seller entity or third party lessor. Seller may but shall not be obligated to liquidate or otherwise remove prior to Closing. Any items left after Closing shall be the property of Buyer.

IN WITNESS WHEREOF, the Buyer has caused this Offer to be executed this 13 day of September, 2005.

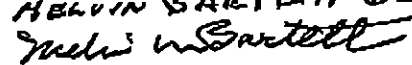
BUYER:

BR ACQUISITIONS OF WISCONSIN, LLC

  
Brian R. Riordan, Member

Acceptance **EMERALD REALTY**

Accepted this 16<sup>th</sup> day of SEPTEMBER  
2005.

**HELVIN BARTLETT GEN. PARTNER**  


**SELLER:**

EMERALD REALTY  
By: John Castle - General partner

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

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

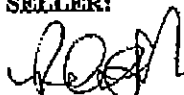
**SELLER:**

Anthony G. Baril  
By: Anthony G. Baril  
President & Treasurer - Chi-Chi's, Inc.

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

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

SELLER:



By: Authorized Agent

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

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

EXHIBIT A

That part of Parcel land South 74th Street in Certified Survey Map No. 4040, recorded on June 15, 1881 on Reel 1080, Image 394, as Document no. 5479874, being a redivision of Lot 6 in block 4 in Edgerton Acres and lands being a part of the Southwest 1/4 of the Northwest 1/4 of Section 27, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Southwest corner of said 1/4 Section 260.00 feet to a point; thence North 00°51'01" West 50.01 feet to the Southwest corner of said Parcel 1, being the point of beginning of the land to be described; thence continuing North 00°51'01" West 453.18 feet to a point; thence North 88°07'33" East 222.80 feet to a point; thence South 22°28'05" East 182.92 feet to a point thence Southeasterly 98.93 feet along the arc of a curve whose center lies to the West whose radius is 275.87 feet and whose chord bears South 11°02'18" East 98.45 feet to a point; thence South 01°52'27" East 185.00 feet to a point; thence South 88°07'33" West 312.70 feet to the point of beginning, subject to the rights of the public in and to South 74th Street in said Certified Map.

Also known as

Parcel 1 of Certified Survey Map No. 4159, recorded February 12, 1902 on Reel 1428, Image 1352 to 1355 inclusive, as document no. 5525323, being a redivision of parcels 1 and 2 of Certified Survey Map No. 4040, together with vacated South 74th Street adjoining said parcels all being part of the southwest 1/4 of the northwest 1/4 of section 27, turning north, range 21 east in the City of Greenfield, County of Milwaukee, State of Wisconsin.

**EXHIBIT B**

**There are no leases unless identified below.**

**NONE**