

LETTER OF INTENT — CONFIDENTIAL

____ / ____ / ____

This letter does not constitute a binding agreement. It is to express the undersigned intent to acquire the business known as _____, located at _____.

- This acquisition is contingent upon:
- Negotiating a satisfactory lease or lease assignment with the landlord
 - A satisfactory due diligence conducted by the buyers.

The total purchase price for the proposed acquisition will be _____, to be paid _____ upon signing this letter, _____ cash at closing, _____ seller carry back note for _____ months at _____ APR.

The specific assets and liabilities of the above business will be listed in detail and included as part of the formal Purchase Agreement containing the usual and customary representations, warranties, and indemnifications, which will be drafted by seller's attorney and to be agreed upon by buyer's attorney.

BUYER(S): _____
PRINT

X _____
SIGNATURE

PRINT _____

X _____
SIGNATURE