

LETTER OF INTENT TO PURCHASE

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This non-binding letter of intent ("Letter of Intent") outlines the preliminary understanding between _____ ("Buyer") and _____ ("Seller") regarding the potential acquisition of _____ ("Business"). The terms outlined below are intended solely as a basis for further discussions and negotiation and are non-binding in nature.

Business Overview:

The Buyer is interested in acquiring the Business, which is engaged in _____.

Proposed Transaction:

The Buyer proposes to acquire _____ of the Business for a purchase price of approximately \$ _____, subject to adjustments, due diligence, and further negotiation.

Due Diligence:

The Buyer will conduct a due diligence review of the Business, including but not limited to the financial, legal, operational, and tax aspects, within a period of _____ days from the date of acceptance of this Letter of Intent.

Confidentiality:

Both parties agree to maintain the confidentiality of this Letter of Intent and any proprietary information shared during the discussions and due diligence process.

Exclusivity:

This Letter of Intent does not obligate either party to enter into a definitive agreement. There is no exclusivity agreement in place unless agreed upon in writing by both parties.

No Binding Commitment:

This Letter of Intent is non-binding and for informational purposes only. Neither party is under any obligation to proceed with the proposed transaction, and no agreement shall be considered final until a formal, written, and executed purchase agreement is signed.

Termination:

Either party may terminate negotiations at any time without liability or obligation to the other party.

Governing Law:

This Letter of Intent shall be governed by and construed in accordance with the laws of [State/Country]. We look forward to continuing discussions and working toward a mutually beneficial agreement.

Financing Terms:

The Buyer plans to finance the purchase through a combination of:

- Down Payment: The Buyer will contribute _____ of the purchase price as down payment.
- Debt Financing: The Buyer will seek a loan for the remaining balance from _____.
- Seller Financing (if applicable): The Seller may finance up to _____ of the purchase price, payable over _____ years at _____ interest.

Expiration:

This Letter of Intent will expire on _____, unless extended by mutual written agreement of both parties. If no formal agreement is reached by this date, both parties are free to terminate negotiations without obligation.

Owner Name

Buyer Name

Signature

Date

Signature

Date