



Franchise Merchant (DBA) Malkison Inc. | PH. 800.450.8090/972.603.5500
WWW.MALKISON.COM | BUSINESSBROKERS@MALKISON.COM

LETTER OF INTENT

This Letter of Intent to purchase is made between _____ (hereinafter referred to as "Buyer") located at _____ and _____ (hereinafter referred to as "Seller") whereby the Buyer intends to purchase the business known as _____ (hereinafter referred to as "Business") owned in full by "The Seller(s)" and located at _____.

I/We, _____, hereby submit this Letter Of Intent as an offer by me/us to purchase the assets of the above business, which the Seller have offered for sale through Franchise Merchant (DBA),Malkison Inc., Subject to entry to into contract which is satisfactory to Buyer and Seller, I/We will purchase the business based upon the following terms and conditions.

I/We hereby make an offer to purchase the business for the sum _____ (\$_____) Dollars Including Inventory / Plus Inventory and Equipment. Assets of the sale shall be further detailed in a formal Purchase Agreement. This Agreement includes usual and customary representatives and warranties by both parties.

The Closing will be contingent upon the following:

1. Lease terms and conditions to be satisfactory to Buyer.
2. Buyer successfully obtaining approval of a commercial loan with terms acceptable to Buyer.
3. Buyer shall be responsible for all financial costs.
4. Buyer shall provide Commercial Lender his/ her financial statements if financing.
5. Buyer's satisfactory review of three years tax returns and interim P&L upon ratification of this LOI.

6. Other: _____

Upon signing this Letter of Intent, Buyer shall deposit with Franchise Merchant earnest money of _____ (\$_____) Dollars. This earnest money deposit shall be equal to Ten (10%) of the full sale price or Ten Thousand (\$10,000) Dollars whichever is greater. Once this Letter of Intent is accepted and ratified by the Seller the earnest money deposit check will be deposited into an escrow account maintained by Franchise Merchant. This earnest money deposit shall be applied to the purchase price at closing.

Earnest money deposits are 100% refundable in the event the Buyer and Seller do not reach, and complete, a final Purchase Agreement, within 90 days. Nothing contained herein shall be binding on either party unless and until a Purchase Agreement is fully executed and exchanged by both parties.



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Agreed to on this _____ day of _____, 20_____, By and Between:

_____ Buyer's Signature _____ Date

_____ Print Name

_____ Buyer's Signature _____ Date

_____ Print Name

_____ Seller's Signature _____ Date

_____ Print Name

_____ Seller's Signature _____ Date

_____ Print Name

_____ Broker's Signature _____ Date