

Date

[Mill Creek Partners Business Advisor]  
Brokers of Philadelphia, LLC d/b/a  
Mill Creek Partners  
100 West Elm Street, Suite 350  
Conshohocken, PA 19428

Dear [Business Advisor Name]

I am writing to express an interest in the purchase of the assets of the business known as \_\_\_\_\_ (the "Business"). This is a non-binding expression of interest. I understand that if the Business accepts the proposed terms contained in this letter, Mill Creek Partners will provide a form of asset purchase agreement (the "Agreement") for review. Once the Business and I agree to the terms of the Agreement and prior to my signing the Agreement, I will forward the Agreement to my attorney. I understand that Mill Creek Partners is not providing and will not provide me with any legal, accounting or tax advice relating to the proposed acquisition of the Business. Further, I understand that Mill Creek Partners is acting as an agent on behalf of the Business.

Once the Business has reviewed the proposed terms and conditions set forth below please contact me so that we may move forward with the proposed transaction.

## Terms and Conditions

**Assets to be Acquired:** All business assets, including, without limitation, inventory, equipment, fixtures, intellectual property, good will, \_\_\_\_\_.

**Total Purchase Price:** \$ \_\_\_\_\_

**Liabilities to be Assumed by buyer:** \_\_\_\_\_

**Inventory to be included in Purchase Price:** \$ \_\_\_\_\_

**Assets to be Specifically Excluded:** \_\_\_\_\_

**Good Faith Deposit paid by Buyer to be held in escrow pending Closing** \$ \_\_\_\_\_

**Cash (including Deposits)** \$ \_\_\_\_\_

**Promissory Note to Seller** \$ \_\_\_\_\_

**Terms of Promissory Note (if Applicable):** Years: \_\_\_\_\_

Interest (per annum): \_\_\_\_\_

**Note Secured by (Check Applicable):**

\_\_\_\_ Assets of Purchaser  
\_\_\_\_ Personal Guarantee of \_\_\_\_\_  
\_\_\_\_ Other \_\_\_\_\_

**Contingencies (Check Applicable):**

\_\_\_\_ 3<sup>rd</sup> Party financing in amount of \$ \_\_\_\_\_  
\_\_\_\_ Buyer to obtain lease or lease assignment;  
\_\_\_\_ Approval by Franchisor of Buyer;  
\_\_\_\_ Approval by all other necessary  
governmental branches and other agencies  
\_\_\_\_ Other: \_\_\_\_\_

**Non-Compete/Non Solicit Agreement:**

Seller to not compete or solicit for \_\_\_\_ year(s)  
Within a \_\_\_\_\_ mile radius of the Business.

**Training/Consulting:**

Seller to train Buyer for \_\_\_\_\_ hours per week  
for \_\_\_\_ weeks.

OR

**Employment:**

Seller to be employed by Buyer for \_\_\_\_ years, at a  
salary of \$ \_\_\_\_\_ plus additional comp of  
\_\_\_\_\_

Thank you for your assistance and I look forward to speaking with you again soon.

Sincerely,

**[BUYER]**

By: \_\_\_\_\_  
Name:  
Its: