

NON-BINDING

Offer to Purchase Business Opportunity _____, 200__

BUYER: _____ agrees to purchase from

SELLER: _____ the assets of the

BUSINESS: _____

located at: _____

under the following terms and conditions:

1. **Assets to be Purchased.** BUYER will acquire all of the tangible and intangible assets of BUSINESS as of date of closing. Said assets to include but not be limited to the following: (Check Box Y if Applicable, Box N if Not applicable)

Y / N

- All furniture, fixtures and equipment necessary to continue the normal operation of the business.
- All inventory necessary to continue the normal operation of the business. Inventory valued at SELLER'S cost shall total \$ _____ at close of escrow.
- All trademarks, patents, product names, logos, and copyrighted material related to the assets of the company.
- _____ .
- _____ .
- _____ .

Assets to be free and clear of all liens, and other indebtedness at close of escrow. The following assets are excluded from the sale:

2. **Purchase Consideration.** The total purchase price for the acquisition will be \$ _____. Included with this offer is a good faith deposit of \$ _____ in the form of a check made out to the escrow agent _____. In addition to the deposit, \$ _____ in certified funds will be paid by the BUYER at time of closing. The balance of \$ _____ will be in the form of a promissory note from BUYER to SELLER paid in equal monthly installments over _____ months at _____% interest.

3. **Deposits.** The deposit check shall be held in an un-cashed form by _____ pending SELLER'S acceptance of this offer. Upon acceptance and signing of a Purchase Agreement, the deposit will be delivered to the escrow agent and applied to the purchase price at closing. The entire deposit is fully refundable to the BUYER prior to removal of all contingencies.

4. **Contingencies.** This offer will be expressly contingent upon the following:

- BUYER'S approval and acceptance of the books and records, inventory list, and equipment list of the BUSINESS
- BUYER'S review and approval of the terms and conditions of the real property lease.
- Landlords written approval that the existing lease for real property is assignable, assumable, transferable, or negotiable at the same or acceptable terms.
- SELLER will sign a standard non-compete agreement for an agreed period of time.
- SELLER will agree to a _____ day training period at no additional cost, to assure a smooth transition of ownership.
- BUYER'S ability to obtain all necessary financing to complete the transaction.

Arizona Sunbelt Business Advisors.

- _____.
- _____.

Time is of the essence. It is expected that both BUYER and SELLER will do their best to remove these contingencies in an expeditious manner.

5. **Removal of Contingencies.** If through no fault of SELLER, this transaction should fail to close after signing of Purchase Agreement by both parties and subsequent removal of all contingencies, all BUYER deposits will be forfeited to SELLER.
6. **Purchase Price Allocation.** Allocation of the purchase price will be agreed to by BUYER and SELLER and included in the Purchase Agreement.
7. **Expenses of the Parties.** Each party will pay its own legal fees, accounting fees, and taxes. All Broker's fees to be paid by _____. Escrow and closing costs shall be split evenly between BUYER AND SELLER.
8. **Closing.** The closing of this transaction will take place as promptly as possible after removal of all contingencies, but in no event longer than _____ days of the signing of the Purchase Agreement.
9. **Other.** _____

This offer is voidable if not accepted by ____PM on the ____ day of _____, 200__.

Within 3 working days of SELLER'S acceptance of this Offer, a formal Purchase Agreement will be drafted by Broker incorporating the terms and conditions set forth in this offer and containing the usual and customary representations, warranties, and indemnifications. The Purchase Agreement, when signed, will supercede this Offer To Purchase.

BUYER DISCLOSURE ACKNOWLEDGEMENT

BUYER acknowledges that Arizona Sunbelt Business Advisors is acting as agent of the SELLER and all information supplied about this business has been provided to Sunbelt by the SELLER. Sunbelt is not authorized to give legal, accounting or tax advice. BUYER should consult their own appropriate professional advisor before close of escrow. BUYER acknowledges that business opportunities by their very nature carry risks and they understand these risks. Sunbelt can not and does not in any way warrant or guarantee the future vitality or prospects of any business.

X _____
BUYER (Signature)

X _____
BUYER (Signature)

(Print Name) Date

(Print Name) Date

Address

Address

City, State ZIP

City, State ZIP

Read and **ACCEPTED** as presented: A **COUNTER OFFER** is being submitted by Seller.

SELLER (Print Name)

SELLER (Print Name)

X _____
Signature Date

X _____
Signature Date