

**NON-BINDING**

**Offer to Purchase Business Opportunity** \_\_\_\_\_, 20\_\_\_\_

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: Cash, Accts. Rec., Security Deposits and;

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 Arizona Sunbelt 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.

