

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):

____ 3rd 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: