**[Your Name or Company Name]**
[Your Address]
[City, State, ZIP Code]
[Email Address]
[Phone Number]

[Date]

**[Seller’s Name or Company Name]**
[Seller’s Address]
[City, State, ZIP Code]

**Re: Letter of Intent to Purchase [Name of Business]**

Dear [Seller’s Name],

This Letter of Intent ("LOI") sets forth the preliminary terms and conditions under which [Your Name or Company Name] (“Buyer”) is interested in acquiring the business assets and/or equity of [Seller’s Name or Company Name] (“Seller”), located at [Business Address].

This LOI is intended solely as a basis for further discussions and is not intended to be and does not constitute a binding agreement, except for the sections specifically stated as binding.

**1. Purchase Price and Structure**

The Buyer proposes to purchase [all or specify percentage] of the [assets/stock] of the business for a total consideration of **$[Amount]**, subject to adjustment following due diligence. The structure of the transaction will be [asset purchase / stock purchase], subject to final agreement.

**2. Assets Included**

The proposed transaction will include, but is not limited to, the following:

* Inventory
* Equipment and fixtures
* Intellectual property (trademarks, trade names, etc.)
* Customer lists and contracts
* Goodwill
(Adjust as needed)

**3. Due Diligence**

The Buyer will be granted full access to the Seller’s books, records, contracts, leases, and other pertinent information necessary to conduct a thorough due diligence investigation. The due diligence period will last for **[Number] days** following the execution of this LOI.

**4. Definitive Agreement**

The parties agree to work in good faith to negotiate and execute a definitive purchase agreement that reflects the terms outlined herein, with the goal of signing such agreement no later than **[Target Closing Date]**, unless extended by mutual written consent.

**5. Confidentiality *(Binding)***

Both parties agree to maintain the confidentiality of all discussions and any proprietary information shared, and to not disclose such information to third parties without prior written consent, except as required by law.

**6. Exclusivity / No-Shop Clause *(Binding, Optional)***

Upon execution of this LOI, the Seller agrees not to solicit, initiate, or engage in discussions or negotiations with any third party regarding the sale of the business for a period of **[Number] days**.

**7. Expenses *(Binding)***

Each party shall bear its own expenses, including legal and accounting fees, incurred in connection with the proposed transaction.

**8. Non-Binding Effect**

Except for the sections entitled “Confidentiality,” “Exclusivity / No-Shop Clause” (if included), and “Expenses,” this LOI is non-binding and is intended only as an expression of interest. No obligations will be imposed on either party unless and until a definitive agreement is executed.

If you are in agreement with the terms outlined above, please indicate your acceptance by signing below. We look forward to working with you in good faith toward completing this transaction.

Sincerely,
[Your Signature]
[Your Name]
[Title, if applicable]
[Your Company Name]

**Acknowledged and Agreed:**
[Seller’s Signature]
[Seller’s Name]
[Title, if applicable]
[Seller’s Company Name]
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Example**

**Acme Ventures LLC**
123 Startup Lane
San Francisco, CA 94110
contact@acmeventures.com
(555) 123-4567

July 31, 2025

**PixelGrove Media LLC**
45 Digital Way
Austin, TX 73301

**Re: Letter of Intent to Acquire PixelGrove.com**

Dear Mr. Johnson,

This Letter of Intent (“LOI”) sets forth the preliminary terms and conditions under which **Acme Ventures LLC** ("Buyer") is interested in acquiring substantially all of the assets of **PixelGrove Media LLC**, including its website **PixelGrove.com**, associated digital properties, and intellectual assets (collectively, the “Business”).

This LOI is non-binding (except where specifically noted) and is intended to serve as a framework for negotiating a definitive agreement between the parties.

**1. Transaction Structure**

The Buyer intends to purchase 100% of the Business through an **asset purchase** transaction.

**2. Assets to be Acquired**

The acquisition will include, but is not limited to:

* The domain name **PixelGrove.com**
* Website content, design, and code
* All customer and subscriber databases
* Social media accounts and handles
* SEO and marketing data
* Revenue-generating digital products
* Business email accounts
* Any existing ad, affiliate, or vendor contracts (as mutually agreed)

**3. Proposed Purchase Price**

The total proposed purchase price is **$175,000 USD**, subject to adjustment after due diligence. The payment terms will be defined in the definitive purchase agreement.

**4. Due Diligence**

Buyer will be granted a period of **30 days** from the date of LOI acceptance to conduct due diligence, during which the Seller will provide access to:

* Website traffic analytics (e.g., Google Analytics)
* Financial statements (past 2 years)
* Affiliate/advertising revenue reports
* Hosting, tech stack, and security documentation
* Subscriber list details and growth metrics

**5. Definitive Agreement**

A final, legally binding Asset Purchase Agreement will be negotiated in good faith and signed no later than **September 15, 2025**, subject to both parties' review and approval.

**6. Confidentiality *(Binding)***

Both parties agree to keep the contents of this LOI and any shared information confidential, except as required by law or for due diligence with professional advisors.

**7. Exclusivity *(Binding)***

The Seller agrees not to solicit or entertain offers from any other parties for the sale of the Business for a period of **30 days** from the acceptance of this LOI.

**8. Expenses *(Binding)***

Each party will bear its own costs and expenses related to this transaction, including legal, accounting, and due diligence services.

**9. Non-Binding Nature**

Except for Sections 6–8, this LOI is not a binding agreement to purchase the Business, but an outline of proposed terms to facilitate the drafting of a definitive agreement.

If these terms are acceptable, please indicate your agreement by signing below. We look forward to a successful transaction.

Sincerely,
**[Signature]**
**Ryan Adams**
Managing Partner
Acme Ventures LLC

**Acknowledged and Agreed:**
**[Signature]**
**Daniel Johnson**
Owner
PixelGrove Media LLC
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Example 2**

**Future Horizons Group, Inc.**
123 Innovation Drive
Neo City, CA 90210
info@futurehorizons.com
(555) 987-6543
June 14, 2050

**Quantum Café LLC**
456 Main Street
San Francisco, CA 94105

**Re: Letter of Intent to Purchase Quantum Café**

Dear Ms. Ramirez,

This Letter of Intent ("LOI") sets forth the preliminary terms and conditions under which **Future Horizons Group, Inc.** (“Buyer”) is interested in acquiring the business assets of **Quantum Café LLC** (“Seller”), located at 456 Main Street, San Francisco, CA 94105.

This LOI is intended solely as a basis for further discussions and is not intended to be and does not constitute a binding agreement, except for the sections specifically stated as binding.

**1. Purchase Price and Structure**

The Buyer proposes to purchase **100% of the assets** of the business for a total consideration of **$2,500,000**, subject to adjustment following due diligence. The structure of the transaction will be an **asset purchase**, subject to final agreement.

**2. Assets Included**

The proposed transaction will include, but is not limited to, the following:

* Inventory
* Equipment and fixtures (including advanced robotic barista systems)
* Intellectual property (trademarks, trade names, proprietary coffee blends, and brewing technology)
* Customer lists and subscription contracts
* Goodwill

**3. Due Diligence**

The Buyer will be granted full access to the Seller’s books, records, contracts, leases, and other pertinent information necessary to conduct a thorough due diligence investigation. The due diligence period will last for **60 days** following the execution of this LOI.

**4. Definitive Agreement**

The parties agree to work in good faith to negotiate and execute a definitive purchase agreement that reflects the terms outlined herein, with the goal of signing such agreement no later than **September 1, 2050**, unless extended by mutual written consent.

**5. Confidentiality (Binding)**

Both parties agree to maintain the confidentiality of all discussions and any proprietary information shared, and to not disclose such information to third parties without prior written consent, except as required by law.

**6. Exclusivity / No-Shop Clause (Binding)**

Upon execution of this LOI, the Seller agrees not to solicit, initiate, or engage in discussions or negotiations with any third party regarding the sale of the business for a period of **90 days**.

**7. Expenses (Binding)**

Each party shall bear its own expenses, including legal and accounting fees, incurred in connection with the proposed transaction.

**8. Non-Binding Effect**

Except for the sections entitled **“Confidentiality,” “Exclusivity / No-Shop Clause,”** and **“Expenses,”** this LOI is non-binding and is intended only as an expression of interest. No obligations will be imposed on either party unless and until a definitive agreement is executed.

If you are in agreement with the terms outlined above, please indicate your acceptance by signing below. We look forward to working with you in good faith toward completing this transaction.

Sincerely,

**[Signature]**
Jordan Lee
Chief Executive Officer
Future Horizons Group, Inc.

**Acknowledged and Agreed:**

**[Signature]**
Elena Ramirez
Owner
Quantum Café LLC

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_