

## LETTER OF INTENT RE: PURCHASE OF ASSETS OF [SELLER]

### Purchaser:

[Purchaser]  
[address]  
[city, state/prov, zip/postal code]  
ATTENTION: [contact person]  
[phone number]  
[fax number]

### Seller:

[Seller]  
[address]  
[city, state/prov, zip/postal code]  
ATTENTION: [contact person]  
[phone number]  
[fax number]

### PERSONAL & CONFIDENTIAL

Dear Sirs:

[Purchaser] (the "Purchaser") a [state/province] corporation, is pleased to submit this letter of intent (the "Letter of Intent") setting out the terms of the proposed acquisition of 100% of the assets of [Seller] (the "Company") from the shareholders of the Company (the "Current Shareholders"), by a corporation ("Newco") to be formed by the Purchaser.

The acquisition of the assets of the Company by Newco shall hereafter be referred to as the "Transaction" and the date of the completion of the Transaction shall be referred to as the "Closing Date". Newco will pay a total consideration (the "Total Consideration") composed of a cash purchase price for the assets of the Company of \$[cash purchase price] plus the assumption of [\$assumption amount] composed of certain liabilities, subject to the terms and conditions of this Letter of Intent.

At the Closing Date, Newco will be owned by the Purchaser [list other parties, if any, besides Purchaser who will have ownership in Newco] (the "Future Owners"). The terms and conditions of the Transaction are set out below.

### PART I - THE TRANSACTION

#### 1. PURCHASE AGREEMENT

The parties to this Letter of Intent will endeavor to finalize and execute a definitive asset purchase agreement (the "Definitive Purchase Agreement") defining the Transaction which shall include the terms below and such other provisions as may be mutually agreed upon, prior to the Expiration Date (as hereinafter defined).

#### 2. ASSETS PURCHASED

The Transaction shall include the purchase of all of the assets of the Company, including but not limited to:

- (a) All right, title and exclusive interest in and to any and all patents, trademarks, trade names, technical processes, know-how or other intellectual property developed by, related to or associated with the business of the Company, whether registered or not;
- (b) All tangible and intangible property related to or associated with the business of the Company including customer lists, books, records, goodwill and other intangible assets;
- (c) All contracts for purchases from suppliers or deliveries to customers of the Company; and

**THIS IS A 5-PAGE DOCUMENT.**