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Confidential Letter of Intent (LOI)

We've been following your business with great interest, and we believe it's positioned for something bigger. This Letter of Intent (the "LOI") outlines our proposed acquisition and partnership structure for your digital business, [Insert Business Name and URL] with a growth plan that honors the work you've already put in while unlocking exciting future upside.

I. Purpose

We're not here just to "buy" your business. We're here to **build on your legacy** with a deal structure that puts **value, simplicity, and upside** at the center. This LOI captures the high-level deal points as we head into due diligence and final documentation. The definitive agreement will mirror these terms, with no surprises.

This LOI incorporates provisions anticipated in the final Asset Purchase and Partnership Agreement, including deferred payment structure, performance-linked earnouts, and upside participation aligned with Seller incentives.

II. Assets to Be Acquired

We're excited to acquire the key assets of your business including but not limited to the following categories, as further defined in Exhibit A:

- Domains and web properties
- Software source code, repositories, and documentation
- Subscriber and customer databases
- Monetization platforms (Stripe, PayPal, merchant accounts)
- CRM, analytics, SEO, and email marketing systems
- Brand elements, trademarks, IP, and goodwill
- Standard operating procedures, vendor agreements, and partner contracts

See Exhibit A – Asset Allocation Schedule for a full inventory of transferred assets.



III. The Deal at a Glance

We are offering a straightforward, seller-friendly structure. No dilution. No operational risk. Just pure participation in the business's next chapter.

Total Consideration: \$[Insert Total Purchase Price]

Structured as follows, in accordance with Exhibit F – Promissory Note / Seller Finance Terms:

- Upfront Payment by Buyer: \$0 (No cash at closing)
- Deferred Payments: Deferred Purchase Price shall be paid in equal monthly installments via Promissory Note, bearing simple interest of [X]%, with first payment due 30 days post-closing, per Exhibit F
- Seller Financing: Unsecured promissory note at [Insert Interest %], commencing 30 days post-closing
- Seller Earnout: Up to \$[Earnout Cap] triggered by achieving revenue, churn, or MRR goals (See Exhibit C)
- Seller Equity Kicker (Exit-Linked Upside): Seller to receive 15% of net proceeds above original valuation if business is resold within 36 months (See Exhibit D)

IV. Your Role Post Closing

We're not asking for months of hand-holding.

Just a **90-day guided handoff** so we can take the reins with confidence.

You agree to:

- Walking us through platforms, vendors, and tools
- Share SOPs, funnels, and documentation
- Be available 1–2x/week for questions (Zoom/Slack)

All details are laid out in **Exhibit B – Transition Support Outline**

V. Due Diligence

Once this LOI is signed, we'll kick off a **60-day diligence sprint** no red tape, no unnecessary delays.

Here is what we will need:

- Verification of revenue via Stripe, PayPal, Shopify exports, and bank accounts
- Traffic analysis (GA, GSC, Ahrefs)
- Domain ownership and IP audit
- Review of all vendor agreements and liabilities

See Exhibit E – Due Diligence Checklist for full itemization.



Exclusivity: During this period, we ask that you don't market the business or entertain offers from others so we can invest confidently in closing this deal.

VI. Binding Terms

The following provisions are binding and shall survive until execution of a definitive agreement or 90 days, whichever is earlier:

- Confidentiality of all discussions, documents, and data
- Exclusivity during due diligence
- Non-Solicitation & Non-Circumvention of Buyer or its affiliates
- All shared data, materials, financials or IP shall be treated as confidential
- Jurisdiction & Dispute Resolution: California law; mediation + binding arbitration in San Diego County

VII. What comes next

This LOI is not intended to constitute a binding agreement to consummate a transaction but is intended solely as a non-binding expression of mutual intent, except for Section VI, which shall be binding and enforceable.

The final agreement will reflect the above terms and include:

- Full Asset Purchase and Partnership Agreement
- Exhibits A–G (referenced throughout this LOI)
- Mutual NDA (already executed)

Target closing date: [30–45 days from execution of this LOI], subject to diligence and documentation.

VIII. Why This Deal Structure Is a Win-Win for You, The Seller

This structure is designed to align with your ideal exit pathway, it allows you to retain upside, offload operations, and unlock future value.

The deal is designed for founders like you who want **speed, clarity, and upside** without ongoing obligations:

- **You Keep a Piece of Value and Growth in Value**
You stay financially connected to the future success of the business, sharing in the value growth and additional resale gains, with no effort required on your part.
- **We handle the heavy lifting**
No lingering liabilities or operational entanglements.



You retain no further operational burdens while benefiting from a seamless transition and clean legal disengagement:

- **Shift the Work While you Keep the Reward**
We take on the day-to-day operations and increase the businesses sale value.
You get peace of mind knowing the business is in good hands.
- **You Get Paid A Higher Value For Your Business Without Any Time and Effort**
Monetize your business fairly and efficiently, without waiting for a traditional buyer to fully commit or jump through financing hoops.

This is a smart, seller-friendly structure that gives you a strong financial outcome and a smooth transition. We will maximize the value of your business and deliver a more profitable exit, with your legacy intact.

If these terms resonate with you, we'd be excited to move forward and help craft the next chapter of your business journey.

Sincerely,

Lindsay Restrepo and Ray Upton
AJ-Invest
arbnw333@yahoo.com
805-660-3945

Acknowledgement and Acceptance

I, [Seller Full Name], hereby acknowledge and accept the terms outlined in this LOI and grant AJ-Invest the exclusive right to conduct diligence and negotiate a final agreement.

Signature: _____

Date: _____