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Non binding indicative offer template

Non binding application meaning. Non binding agreement example. Non binding offer letter example.

[Letterhead of Potential Purchaser]

STRICTLY PRIVATE AND CONFIDENTIAL

April ____ 2012

Alvarez & Marsal Canada Inc. (as Receiver
and Manager of Pakt Inc.)
1000 West Georgia Street
400 Burrard Street
Suite 1000, Vancouver, BC
V6C 3A9

Dear Sir/Madam:

No. _____ Purchaser of the Assets of Pakt Inc.

This Non-Binding Letter of Intent (the "Letter of Intent") is between _____ (the "Potential Purchaser" or "Purchaser" or "Buyer") and Alvarez & Marsal Canada Inc. as Receiver and Manager of Pakt Inc. (the "Vendor" and "Seller"). The Potential Purchaser understands that the Vendor has the authority to enter into this Letter of Intent on behalf of the Seller, which is the parent company of Pakt International Trading Company Inc. ("Pakt International") and other units of Pakt Inc. The provisions of this Letter of Intent are not binding on the Seller. The Seller is not bound by the terms of this Letter of Intent until it has entered into a binding purchase agreement with the Purchaser. The Seller may not bind the Purchaser from the Vendor of all of the Shares and incorporate date due from Pakt International, subject to the documents described in the Letter of Intent, until such time as the Seller has entered into a binding purchase agreement ("the Transaction").

The purpose of this Letter of Intent is to bring the two parties together to begin non-binding negotiations to review the proposed Transaction. This Letter of Intent is not a binding understanding, being the previous of Pakt (hereinafter, the "Non-Binding Purchaser") between the Vendor and the Purchaser.

All Potential Purchasers are required to provide information listed in Schedule B and consistent with section 6.0 of the "Bidding Procedures" outlined on the Receiver's website www.alvarezmarsal.ca. The "Bidding Procedures" will be provided to the Purchaser by the Purchaser's advisor. The "Bidding Procedures" will be determined based on the Receiver's satisfaction of meeting the Bidding Purchaser requirements.

PART I. NON-BINDING PROVISIONS

The Non-Binding Provisions of this Letter of Intent are intended only to outline the principal terms and conditions upon which the parties will attempt to negotiate the Proposed Transactions and do not create or constitute any legally binding obligations between the parties, nor impose any liability on any party to act as though express provisions.

Vendor:

Alvarez & Marsal Canada Inc.

1000 West Georgia Street

400 Burrard Street

Suite 1000, Vancouver, BC

V6C 3A9

Non-Binding Purchaser:

No. _____

Purchaser:

No. _____

Address:

No. _____

City:

No. _____

Province:

No. _____

Country:

No. _____

Postal Code:

No. _____

Telephone:

No. _____

Fax:

No. _____

E-mail:

No. _____

Web Address:

No. _____

Business Name:

No. _____

Business Type:

No. _____

Business Address:

No. _____

Business City:

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No. _____

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More frequently, the vendor's sales process will be run by a sales adviser who asserts greater control over process and next steps. Governing law: To the extent the indicative offer contains provisions that are legally binding, the offeror will usually specify the governing law and jurisdiction in case of any dispute. Sign off / acceptance provisions: An indicative offer should be signed by an appropriately senior person within the offeror's organisation or a parent company. The choice of the signatory can on occasion make a difference in terms of how the offer is viewed by the vendor. Where the expectation is that the vendor will (or may) accept the indicative offer on the stated terms and grant exclusivity or other legally binding rights, the appropriate acceptance provision with wording and a space for a counter signature should be included. While conceptually, indicative offers sound straight forward, there is a big difference between a well worded indicative offer, and one that has not been structured so carefully. Clearly the objective of the offeror in any process should be to craft an indicative offer that positions it well for negotiations and enables it to stand out from the crowd in any competitive process.