

LETTER OF INTENT

This letter of intent specifies the general terms under which _____ (BUYER) of _____ (BUYER's ADDRESS) has interest in purchasing the Property from _____ (SELLER).

The terms specified below are to be the basis of a formal Agreement of Sale to be submitted by BUYER for SELLER's review within seven (7) days here from, or as soon hereafter as practicable. This letter of intent shall terminate upon signing of an Agreement of Sale (Offer to Purchase and Contract) by both parties, within (30) days here from. SELLER agrees to keep the terms herein confidential from other prospective buyers, and not to sell the Property to any other buyer during the period this letter of intent is in effect.

1. PROPERTY: _____ to be purchased free and clear of any and all liens and encumbrances, as the real estate plus the business assets (the PROPERTY).
2. PURCHASE PRICE: _____, payable upon deliver of deed.
3. DEPOSIT: _____, to be paid by the BUYER upon signing of the Agreement of Sale (Offer to Purchase and Contract) by both Parties, to be held in an escrow account by the seller's attorney.
4. BANK FINANCING: Agreement of Sale shall be contingent of BUYER obtaining a bank commitment for a first mortgage loan at market rate and terms, within 45 Days following the date of the Agreement of Sale.
5. SELLER FINANCING: Parties agree that SELLER shall provide a loan to BUYER at time of final settlement. The final amount is anticipated to be in the range of _____, terms and interest rate of loan to be determined.
6. DUE DILIGENCE PERIOD: A feasibility study period shall commence upon the signing of the Agreement of Sale and shall run 45 days thereafter. In the event BUYER determines BUYER does not want to purchase the property during the feasibility study period, the deposit shall be promptly returned to the BUYER in full, and the parties shall have no further obligation one to the other. During the feasibility period, BUYER may fully inspect all aspects of the property, including the verification of all pertinent financial information, and ascertaining availability of financing. SELLER agrees to assist BUYER in such verification and study. BUYER shall use best efforts to maintain confidentiality of this transaction from the property employees and the public.
7. SETTLEMENT: The final settlement shall occur on or before _____. Documentary stamps and transfer tax are to be divided equally. BUYER related settlement expenses, including title insurance, surveys, environmental Phase 1 studies, bank charges, buyer attorney charges, and the like shall be paid for by BUYER.
8. ACCEPTANCE: The effective date of this letter of intent is the date of the latest BUYER or SELLER signature below. This letter of intent shall expire midnight on _____ if not signed and delivered by both parties.

AGREED (BUYER)

AGREED (Seller)

(Buyer's Printed Name)

(Seller's Printed Name)

(Buyer's Signature)

(Seller's Signature)

(Date)

(Date)