

INVESTMENT LETTER OF INTENT

Date: _____

RE: _____

This Letter of Intent (the "Letter") sets forth the proposed terms and conditions of the transaction described hereunder and shall govern the relationship between the Investor and Principal Members (the "Parties") until replaced by a definitive, formal agreement addressing the same transaction and subject matter (the "Definitive Agreement"). The transaction considered in this Letter and in the Definitive Agreement is subject in all respects to the following:

1. **THE INVESTOR.** _____ (the "Investor") with a mailing address of _____.
2. **THE INVESTMENT.** _____ (the "Investment").
3. **INVESTMENT AMOUNT.** \$_____ (the "Investment Amount"), payable in accordance with closing schedule set out in this Letter.
4. **THE PRINCIPAL MEMBERS.** _____ (the "Principal Members") are the main shareholders or owners of the Investment.
5. **THE TRANSACTION.** The Investor agrees to pay the Principal Members the amount of \$_____ for _____% ownership interest in the Investment.
6. **FINANCING.** The Investor has made it known that this Letter is: (check one)
 - Conditional Upon Financing. This Letter is conditional on the Investor's ability to obtain financing. Financing shall be under the following terms:
_____.
 - NOT Conditional Upon Financing. This Letter is not conditional on the Investor's ability to obtain financing.

7. ACCESS TO INFORMATION. After the execution of this Letter, the Investor and its advisors shall be granted full access to any and all information about the Investment.

8. RETURN OF MATERIALS. Any information that is obtained by the Investor through the Principal Members shall be returned if a formal agreement cannot be reached.

9. INVESTMENT CONDITIONS. It shall be the obligation of the Investor to review all materials provided and, subject to the satisfaction of the Investor, enter into a formal agreement within _____ days after receiving all necessary materials. The conditions of the investment also include:

1. The review and approval of all materials in the possession and control of the Principal Members;
2. The Investor and its advisors having had a reasonable opportunity to perform the searches and due diligence to their satisfaction;
3. The Investor being able to communicate with necessary clients, customers, vendors, tenants, or other third parties as necessary; and
4. _____
_____.

10. CLOSING. The Closing (the “Closing”) is the act of closing the transaction where the Principal Members exchange the Investment for the Investment Amount. The Closing shall occur:

11. CLOSING COSTS. All costs associated with the Closing shall be the responsibility of: (check one)

- The Investor.
- The Principal Members.
- Both parties shall be responsible for their own expenses.

12. CONFIDENTIALITY. All negotiations and information regarding the Investment between the Investor and Principal Members shall be confidential and not be disclosed to anyone other than the parties, their staff, advisors, and necessary third parties. No public release will be issued concerning the proposed Investment without mutual consent or as required by law, and then only upon prior written notice to the other party unless otherwise prohibited.

13. GOOD FAITH NEGOTIATIONS. The Investor and the Principal Members agree to enter into good faith negotiations to execute a formal agreement or close the transaction.

14. CURRENCY. All mentions of currency and the usage of the “\$” symbol in this Letter shall be known to refer to the US Dollar.

15. EXCLUSIVE OPPORTUNITY. After the execution of this Letter, the parties agree to not negotiate or enter discussions with any other party unless there are existing agreements in place.

16. STANDSTILL AGREEMENT. After the execution of this Letter, and until Closing, the Principal Members, agree not to sell any portion of the Investment.

17. GOVERNING LAW. This Letter shall be governed under the laws of the State of _____.

18. INTENTION OF THE PARTIES. This Letter sets forth the intentions of the Parties to use reasonable efforts to negotiate, in good faith, a Definitive Agreement with respect to all matters herein. Notwithstanding paragraphs 6 through 9 and 12 through 22, which shall be legally binding, any legal obligations with respect to all other matters shall only arise if and when the Parties execute and deliver a Definitive Agreement.

19. COUNTERPARTS AND ELECTRONIC MEANS. This Letter may be executed in several counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. Delivery of an executed copy of this Letter by electronic facsimile transmission or other electronic communication capable of producing a printed copy shall be deemed to be execution and delivery of this Letter as of the date of successful transmission.

20. SEVERABILITY. In case any provision or wording in this Letter shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

21. ACCEPTANCE. If the aforementioned terms are agreeable, please sign and return a duplicate copy of this Letter by no later than _____.

22. SIGNATURES.

Investor Signature: _____

Date: _____ Print Name: _____

Principal Member Signature: _____

Date: _____ Print Name: _____

Principal Member Signature: _____

Date: _____ Print Name: _____