

LETTER OF INTENT TO PURCHASE STOCK

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 Buyer and Seller (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 BUYER.** _____ (the "Buyer") with a mailing address of _____.
2. **THE SELLER.** _____ (the "Seller") with a mailing address of _____.
3. **THE TRANSACTION.** Unless otherwise agreed to by the Parties, the Buyer agrees to pay the Seller the amount of \$ _____ (the "Purchase Price") in exchange for _____ (the "Transaction"). The Parties agree that the shares of capital stock mentioned in this Agreement are of _____ (the "Company") located with a principal office address in the State of _____.
4. **CLOSING.** The Buyer shall be obligated to complete the purchase with a closing date no later than _____ ("Closing Date").
5. **DEPOSIT.** The Parties agree that a: (check one)
 - Refundable Deposit is Required. The Buyer shall remit to the Seller, together with this Letter, payment in the amount of \$ _____ (the "Deposit"). The Deposit shall be REFUNDABLE under the following terms:
_____.

- Non-Refundable Deposit is Required. The Buyer shall remit to the Seller, together with this Letter, payment in the amount of \$_____ (the "Deposit"). The Deposit shall be NON-REFUNDABLE.
- Deposit is NOT Required. The Buyer shall not be required to make a deposit payment at the time of signing this Letter.

- 6. CONFIDENTIALITY.** All negotiations and information regarding the Transaction between the Buyer and the Seller 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 Transaction without mutual consent or as required by law, and then only upon prior written notice to the other party unless otherwise prohibited.
- 7. GOOD FAITH NEGOTIATIONS.** The Parties are expected to negotiate the terms of the Transaction herein in good faith.
- 8. ACCESS TO INFORMATION.** The Buyer and their advisors shall have full access to the Seller's information, and they will be held to a fiduciary duty of confidentiality and must not misappropriate or disclose the information to any third (3rd) parties without the Seller's authorization.
- 9. 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.
- 10. NO PUBLIC ANNOUNCEMENT.** The Parties agree not to make any public announcement with regard to the transaction contemplated by this Letter without the prior written consent of the other. Additionally, each of the Parties shall bear their own costs and expenses related to the Transaction contemplated by this Letter, including, but not limited to, fees and expenses of legal counsel and accountants.
- 11. 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 5 through 10, 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.
- 12. GOVERNING LAW.** This Letter shall be governed under the laws of the State of _____.

13. 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.

14. 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.

15. SIGNATURES.

Buyer Signature: _____

Date: _____ Print Name: _____

Seller Signature: _____

Date: _____ Print Name: _____