

## Letter of Intent

(Date)

(Method of Delivery)

(Name)

(Attn; if applicable)

(Address)

RE: Letter of Intent

Dear \_\_\_\_\_,

THIS LETTER OF INTENT ("LOI") sets forth the terms and conditions of a potential offer by and between \_\_\_\_\_ ("Buyer"), a \_\_\_\_\_ with its business office at \_\_\_\_\_, and \_\_\_\_\_ ("Seller"), a \_\_\_\_\_ with its business office at \_\_\_\_\_. Buyer and Seller may be referred to as "Party" or collectively as "Parties" in this Note.

1. The Buyer has expressed interest in \_\_\_\_\_ from the Seller ("Prospective Transaction"). The payment, from Buyer to Seller, for this Prospective Transaction is \_\_\_\_\_.
2. Prior to closing, the Seller is liable to pay and discharge all known and unknown liabilities and obligation relating to the Prospective Transaction. The Seller has the following liabilities or obligations: \_\_\_\_\_.
3. Both Parties agrees to allow the Buyer to conduct its due diligence by inspecting the seller's \_\_\_\_\_. Before a final agreement can be reached, the Buyer must be satisfied with the due diligence review and information and documents provided by the Seller. Both Parties agrees to bear their own expenses, including but not limited to attorney's fees and other costs of due diligence associated with this Prospective Transaction.
4. The Parties agrees to exclusivity for a period of \_\_\_\_\_ days from the date agreed to by both Parties. Both Parties have \_\_\_\_\_ days to close beginning from the date mutually agreed to by both Parties. The LOI automatically terminates if closing does not occur or the closing date has not been extended by both Parties.
5. This LOI is non-binding to both Parties.
6. Both Parties agree to keep the contents in this LOI confidential, and not release any information in this LOI to the public without the written consent from both Parties.

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7. The signatories of this LOI below affirms that they are the duly authorized representatives of their respective Party and have authority to enter into this LOI.
8. This LOI embodies the understanding of the Parties regarding the subject matter hereof. No amendment or supplement to the LOI shall be binding or effective unless it is in writing and signed by both Parties. Neither Party shall assign in whole or in part its rights or obligations under this LOI without the written consent of the other Party. The validity and interpretation of this LOI shall be governed by, and construed and enforced in accordance with, the laws of the State of \_\_\_\_\_. In the event of any dispute arising out of or relating to this LOI, the Parties consent to the exclusive jurisdiction of \_\_\_\_\_ County, \_\_\_\_\_ for the purposes of resolving said dispute. The prevailing Party shall be entitled to recover reasonable attorney fees and costs. If it is found by a court of competent jurisdiction that any term or provision is invalid or unenforceable, the remaining terms and provisions shall remain in full force and effect.

Sincerely,

\_\_\_\_\_  
(Buyer)

By: \_\_\_\_\_

Name:

Title:

\_\_\_\_\_  
(Seller)

By: \_\_\_\_\_

Name:

Title:

