

Letter of Intent (No Agreement)

[Date]

To Board of Directors of:

Gentlemen:

The undersigned individuals are interested in discussing the purchase of all of the assets (except cash) of:

The sole purpose of this letter is to express our interest in discussing the terms and conditions of the sale of those assets. This letter is not intended to form a binding contract or agreement in any respect.

Subject to the terms of a definitive agreement, we are interested in discussing:

1. A purchase price for the assets of \$_____, allocated:
2. Payment:
 - a. \$_____, in cash, bank check or certified check at the closing;
 - b. the balance, at the closing, by promissory note, payable with interest at 10% per annum, amortized in equal monthly installments of principal and interest over 20 years, due at the end of the seventh year from the date of closing, adequately secured by personal guarantees and collateral acceptable to you.
3. Other terms and conditions, including but not limited to:
 - a. closing date, items to be delivered, third-party consents;
 - b. representations and warranties;
 - c. conduct of businesses pending closing;
 - d. conditions precedent to closing;
 - e. the lease of business property; and
 - f. miscellaneous matters.

We are free to discontinue these discussions at any time.

THIS LETTER DOES NOT PURPORT TO INCLUDE THE TERMS OF THE TRANSACTION CONTEMPLATED HEREBY (WHICH WILL ONLY BE CONTAINED IN A DEFINITIVE AGREEMENT) AND ACCORDINGLY IS NOT INTENDED TO BE A LEGALLY BINDING AGREEMENT. WE WILL NOT BE BOUND UNTIL THE NEGOTIATION, PREPARATION, EXECUTION AND DELIVERY TO EACH OTHER OF A MUTUALLY SATISFACTORY DEFINITIVE AGREEMENT SETTING FORTH ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THEN ONLY IN ACCORDANCE WITH THE TERMS THEREOF.

The undersigned acknowledge the receipt of this letter and your interest in discussing the sale of assets. We are free to discontinue these discussions at any time.

THE ACKNOWLEDGMENT OF THIS LETTER AND EXPRESSION OF INTEREST IN DISCUSSING A SALE IS NOT INTENDED NOR CAN IT BE CONSTRUED TO BE A LEGALLY BINDING AGREEMENT. WE WILL NOT BE BOUND UNTIL THE NEGOTIATION, PREPARATION, EXECUTION AND DELIVERY TO EACH OTHER OF A MUTUALLY SATISFACTORY DEFINITIVE AGREEMENT SETTING FORTH ALL OF THE TERMS AND CONDITIONS OF AGREEMENT (WHICH MUST BE DULY APPROVED AND AUTHORIZED), AND THEN ONLY IN ACCORDANCE WITH THE TERMS OF THAT DEFINITIVE AGREEMENT.

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