

LETTER OF INTENT TO INVEST

Effective Date: _____

RE: Investment into a Business Proposal

This investment letter of intent, (the "Letter of Intent"), represents the basic terms for an agreement that shall be considered binding non-binding. After this Letter of Intent has been made, a formal agreement may be constructed to the benefit of the Parties involved.

I. The Investor: _____ (the "Investor").

II. The Investment: _____ (the "Investment"). (i.e., the business, partnership, or real estate.)

III. Investment Amount: \$ _____ (the "Investment Amount") shall be payable on the closing date.

IV. Principal Members: _____ (the "Principal Members") are the main shareholders or owners of the Investment.

V. The Transaction: The Investor will enter into an agreement with the Principal Members in the amount of _____ Dollars (\$ _____) for ___% ownership interest in the Investment.

VI. Structure: In order to facilitate a closing all parties agree to do their best efforts to formulate a formal agreement or Closing that:

- a. Complies with all federal, state, and local regulatory requirements;
- b. Minimize or eliminate any adverse tax consequences; and
- c. Be as cost effective as possible.

VII. Financing: The Investor has made it known that this Letter of Intent is conditional not conditional on their ability to obtain financing.

If this letter is conditional on financing, it shall be under the following terms: _____
_____.

VIII. Access to Information: After the execution of this Letter of Intent the Investor, and its advisors, shall have full access to any and all information about the Investment. The Investor

shall maintain a fiduciary duty to keep the information that it obtains confidential and agrees to not share with any third (3rd) party unless the Principal Members give their written consent.

IX. 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.

X. 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.

In addition, the conditions of the investment include:

- a. The review and approval of all materials in the possession and control of the Principal Members;
- b. The Investor and its advisors having had a reasonable opportunity to perform the searches and due diligence to their satisfaction;
- c. The Investor being able to communicate with necessary clients, customers, vendors, tenants, or other third (3rd) party necessary; and
- d. _____.

XI. 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: _____

XII. Closing Costs: All costs associated with the Closing shall be the responsibility of Investor Principal Members Both parties bearing their own expenses.

XIII. Confidentiality: All negotiations regarding the Investment between the Investor and Principal Members shall be confidential and not to be disclosed with anyone other than respective advisors and internal staff of the parties and necessary third (3rd) parties. No press or other public release will be issued to the general public concerning the proposed Investment without the mutual consent or as required by law, and then only upon prior written notice to the other party unless otherwise not allowed.

XIV. Formal Agreement: Choose One (1)

Pending the satisfaction of all materials by the Investor within ____ days a formal agreement shall be established between the parties.

There shall be no formal agreement created.

XV. Good Faith Negotiations: The Investor and the Principal Members agree to act in an honest and diligent manner to enter into "good faith" negotiations in order to execute a formal agreement and/or close the transaction.

XVI. Exclusive Opportunity: Following the execution of this Letter of Intent, the parties agree to not negotiate or enter into discussions with any other party unless there are any existing agreements in place (e.g. option to purchase, first right of refusal, etc.).

XVII. Standstill Agreement: Following the execution of this Letter of Intent, and until the Closing, the Principal Members, agree not to sell any portion of the Investment.

XVIII. Currency: All mentions of currency or the usage of the “\$” icon shall be known as referring to the US Dollar.

XIX. Governing Law: This Letter of Intent shall be governed under the laws by the State of _____.

XX. Counterparts and Electronic Means: This Letter of Intent may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument. Delivery to us of an executed copy of this Letter of Intent by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery to us of this Letter of Intent as of the date of successful transmission to us.

XXI. Severability. In case any provision or wording in this Letter of Intent 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.

XXII. Acceptance: If you are agreeable to the aforementioned terms, please sign and return a duplicate copy of this Letter of Intent by no later than _____.

INVESTOR:

Investor’s Signature _____ Date _____

Print Name _____

PRINCIPAL MEMBER(S)

Principal Member’s Signature _____ Date _____

Print Name _____

Principal Member’s Signature _____ Date _____

Print Name _____

