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SAMPLE NON-BINDING LETTER OF INTENT

Date: _____

Addressed to:

RE: Purchase of

as otherwise and/or further described in the Seller's listing # _____ on eNegotiateDirect.com (the "Listed Property")

Purchaser:

Purchaser's Address:

Seller:

Seller's Address:

Dear _____:

The purpose of this non-binding letter of intent is to summarize our mutual intent concerning the proposed transaction whereby the above-named Purchaser would acquire the above-described Listed Property from the Seller.

By executing this letter, Purchaser and Seller express their intentions to negotiate in good faith to reach a definitive agreement (the "Definitive Agreement") for the proposed acquisition

by the Purchaser. This letter outlines the proposed terms of the acquisition and will serve as a basis for the Definitive Agreement.

1. Proposed Purchase Price:

The proposed purchase price amount is _____
and _____/100 Dollars (\$ _____) (the “Purchase Price”).

Form and timing of Purchase Price payment: _____

2. Closing Date: On or before _____, 20_____.

3. Due Diligence Period. Purchaser shall be provided a period of at least

_____ DAYS

(the “Due Diligence Period”) to conduct Purchaser’s due diligence examination of the Listed Property (the “Due Diligence”), which due diligence may include, but is not limited to, the following:

_____.

4. Expenses. Indicate the option which applies:

_____ Each party shall be responsible for its own respective fees and expenses in connection with the proposed transaction, including, without limitation, all accounting, legal, brokerage, investment banking, consulting, and appraisal fees.

_____ Fees shall be allocated as follows: _____

_____.

5. Non-Binding; Confidentiality. Indicate each applicable provision below:

_____ *Non-Binding.* Except as set forth in the next sentence, if applicable, all provisions of this letter of intent merely set forth a statement of our mutual intentions and are not binding or enforceable obligations of the parties hereto, but rather are intended only to serve as a basis for proceeding to negotiate a binding Definitive Agreement with respect to the purchase of the Listed Property by Purchaser.

_____ *Exception – Binding Confidentiality Obligation.* The previous sentence notwithstanding, if this option is selected then the parties agree that the confidentiality obligation set forth herein is binding: Neither party nor their affiliates or representatives will make any disclosure regarding the terms of this letter of intent or the information obtained or activities taken hereunder without the prior written consent of the other party; provided, however, that each party will be permitted to make such disclosures that (i) are required by legal, accounting or regulatory requirements applicable to, and beyond the reasonable control of, the party or (ii) are necessary to consummate the transaction as it specifically relates to their respective affiliates, advisors, accountants, attorneys, lenders and investors. Each party agrees that any information obtained in connection with the transaction contemplated hereunder will be used solely for the purpose of consummation of the transaction.

6. Other Terms:

If the foregoing meets with your approval, please so indicate by signing in the space provided below and by returning a copy of the executed document to me.

[Signature Page Follows.]

Very truly yours,

PURCHASER'S NAME:

By: _____

Name: _____

Title: _____

Accepted this ____ day of _____, 20____:

SELLER'S NAME:

By: _____

Name: _____

Title: _____