

LETTER OF INTENT

_____, _____

_____, _____

Dear _____:

The intent of this Letter is to provide a written expression of the mutual interest of the following Parties:

"Buyer(s)": _____

and

"Seller(s)": _____

in which Buyer(s) would purchase the business, materials, services or matters set forth in this Letter from Seller(s). This Letter also outlines some of the terms and conditions that a future agreement would include, as well as the exchange of information and documents that should take place in advance of the future agreement. The future agreement would require further documentation and approvals and the preparation of a definitive agreement which would set forth the material terms and a commitment from the Buyer(s) to purchase and the Seller(s) to sell.

1. Prospective Transaction

The transaction, which the Parties have expressed a mutual interest in, involves the transfer of _____ from the Seller(s) to the Buyer(s) ("Prospective Transaction").

2. Purchase Price

The Prospective Transaction would involve payment from Buyer(s) to Seller(s) under the following terms:

3. Liabilities of Seller

Buyer(s) would not assume any liabilities or obligations of Seller(s). Seller(s) would remain liable for any (known or unknown) liabilities or obligations not expressly assumed by Buyer and which arose before the consummation of the final or definitive agreement, and shall pay and discharge all

known liabilities and obligations prior to closing.

4. Due Diligence

Buyer(s) will be entitled to inspect and analyze the Seller's assets and inventory and the Seller's business and operations, including its books and records, customer orders, liabilities and prospects until the closing, or termination, of this Letter of Intent. Seller(s) will provide all information requested by Buyer(s) and Buyer(s) agrees to execute a Confidentiality Agreement and to not contact Seller's customers or suppliers unless authorized by Seller(s).

5. Contingencies

Before a final agreement can be made, Buyer(s) must be satisfied with the due diligence review and information and documents provided by Seller(s), as well as an authorization from the landlord to assume the lease, negotiation of employment contracts, environmental review (if applicable) and an agreement on the terms of the Definitive Agreement.

6. Definitive Agreement

The Definitive Agreement will be structured as a purchase and sale of assets and will include customary covenants, conditions and warranties.

7. Non-Binding Agreement

Except for the paragraph entitled "Public Announcements and Confidentiality Agreement," the provisions in this Letter of Intent are for informational purposes only and are nonbinding on all Parties. The Prospective Transaction requires further negotiation and documentation, including preparing and executing a final agreement. This letter does not require either party to proceed to the completion of a binding final agreement. The parties shall not be contractually bound to the sale, purchase or transfer listed above unless and until they enter into a formal, written final agreement, which must be in form and content satisfactory to each party and to each party's legal counsel, in their sole discretion.

8. Public Announcements and Confidentiality Agreement

All parties hereby agree not to release any information to the public with regards to this letter or any potential agreement without the separate written consent of all parties involved. All parties agree that the terms of this letter of intent and any negotiations shall remain confidential between the parties and their legal representation.

9. Authority to Enter Letter of Intent

The parties signing this letter affirm they are an authorized representative of their respective companies and have authority to enter into this Letter of Intent.

10. Closing, Termination of Letter

Closing shall occur no later than 10 days from the date the last signature is affixed hereto unless mutually extended by the Parties. The Letter of Intent terminates if Closing does not occur or has not been extended or if either Party provides written notice of termination. If the Letter terminates, the paragraph entitled "Public Announcements and Confidentiality Agreement" survives termination and continues to bind the Parties, as does any separately executed Confidentiality Agreement.

11. Expenses Associated with this Letter of Intent and Due Diligence

The Parties agree to bear their own expenses, including attorney's and professional fees associated with any due diligence or any other matter associated with this Prospective Transaction.

12. Governing Law

This letter shall be governed by the laws of the State of _____.

Sincerely,

Agreed to by Buyer(s)

Date: _____

And Accepted and Agreed to by Seller(s)

Date: _____