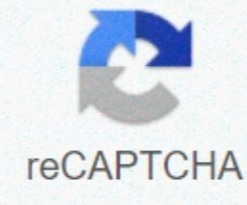




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## Intent to purchase contract template

This letter confirms our understanding of its mutual present intentions [Introduction of the buyer's name] (the Buyer), [Seller's Name] (the Company) and [Shareholder Name] (the Main Shareholder) in relation to the main terms and conditions under which the Buyer will acquire all outstanding shares of the Company's capital. This transaction is hereinafter referred to as 'Acquisition'. The Buyer, the Company and the Principal Shareholder may be collectively referred to as Parties or individually as Parties. The obligations of the Parties who henceforth have to complete the Acquisition are subject to the negotiation and execution of the Purchase Agreement referred to in paragraph 3 below.

1. Purchase of Shares. Upon closing (closing), subject to the satisfaction of all conditions contained in the Purchase Agreement, the Buyer will purchase all outstanding capital shares, warrants, options and convertible securities of the Company, without and without privileges, charges, restrictions or charges in it (collectively, the Shares).

2. Purchase price. The purchase price for the Shares will consist of \$ [Import Amount] Dollars. The Buyer has separately provided the Company with the Buyer's Capitalization Table showing outstanding shares, options and warrants.

3. Final agreement. The Buyer, the Principal Shareholder and the Company hereby agree to use reasonable diligence to initiate good faith negotiations in order to execute and deliver a definitive share purchase or merger agreement regarding the Acquisition (the Purchase Agreement) accepted by the parties herein within [No. All terms and conditions relating to the Acquisition shall refer to the Purchase Agreement (or agreements concluded in accordance with the Market Agreement), including but not limited to statements, warranties, agreements, suspension provisions and indemnities that are normal and customary in such a transaction as mutually agreed between the Parties.

4. Statements and warranties. The Purchase Agreement will contain statements and warranties that are customary for transactions of this type, including but not limited to, statements and warranties from the sales shareholders and the Company as to:

4.1 the accuracy and completeness of the Company's financial statements for the last three years and current financial statements.

4.2 disclosure of all contracts, commitments and obligations of the Company, direct or dependent,

4.3 physical condition, suitability, ownership and absence of forwards, claims and other adverse interests in relation to the Company's assets.

4.4 the ownership of the shareholders selling the

4.5 the absence of obligations relates to the Company, other than those current in the balance sheet dated [date], and liabilities incurred in normal business operations from that date;

4.6 the absence of a significant adverse change in the situation (economic or other), business, real estate, assets or prospects of the Company.

4.7 the absence of pending or threatened disputes, claims, investigations or other matters affecting the Acquisition;

4.8 compliance of the Company with the laws and regulations applicable to its activities and the acquisition of all licenses and licenses required for its activities, and

4.9 the organization of due integration, valid existence, good condition and capitalization of the Company.

5. Conditions for completion of the acquisition. The Buyer's obligation in connection with the Acquisition is subject to compliance with the terms that are customary for transactions of this type, including but not limited to:

5.1 receipt and approval by the Buyer of the last year of the end of the year [audited] financial statements and current financial statements;

5.2 implementation of the purchase agreement by all parties;

5.3 obtaining all necessary regulatory, administrative, governmental or third-party authorisations and consents;

5.4 in the absence of a significant adverse change in the situation (economic or other), business, real estate, assets or prospects of the Company.

5.5 absence of outstanding or threatened disputes, claims, investigations or other matters affecting the Company or the Acquisition.

5.6 satisfactory completion by the Buyer of the Company's due diligence investigation, and

5.7 confirmation that the statements and warranties of the sales shareholders and the Company are false and accurate in every respect.

5.8 the buyer receiving financing, if necessary.

6. Access to the Company. The Company will provide the Buyer and its representatives with full access to any personnel and to all properties, documents, contracts, books, records and functions of the Company related to its activities. The Company will provide the Buyer with copies of the documents and other information that the Buyer may request.

7. Business conduct. The Company will do everything it can to keep the Company's business organization and employees and other business relationships intact, continue to operate in its normal business activities and keep its books, records and accounts in accordance with generally accepted accounting principles, in accordance with previous practice; use its reasonable efforts to maintain the Company's current financial situation, including working capital levels; Not no charge or agreements to make acquisitions of undertakings or products; and does not declare or make dividends or distributions of shares.

8. Costs. Each party pays all its own expenses in this letter, the Purchase Agreement and the consumption of the anticipated transactions herein and therefore. The Main Shareholder and the Company represent and guarantee that there are no brokerage or finding fees that are or will be payable in connection with the Acquisition.

9. Confidentiality. The Buyer and the Company have executed a confidentiality agreement, dated [date], which will survive the execution and delivery of this letter.

10. Revelation. Without the prior written consent of the Buyer, the Company will cause its directors, executives, shareholders, employees, agents, other agents and subsidiaries not to disclose to any person the fact that discussions or negotiations are taking place regarding the intended transactions, their situation or the existence of this letter and its terms, unless in the opinion of this Party a notification is required by applicable law, regulation or court order, and such notification shall be made after prior consultation with the Buyer.

11. Dispute resolution. In the event of any dispute arising out of or relating to this letter, such dispute shall be resolved solely by confidential binding arbitration with the [city], [State] commercial arbitration rules in force at the beginning of the arbitration and heard before an arbitrator. Each Party shall bear the fees of its lawyers, the fees of expert witnesses and the costs incurred in connection with any arbitration.

12. No public announcement. The Parties agree not to make a public announcement of the transaction provided for in this letter without the prior written consent of the other. In addition, each Party shall bear its own costs and expenses related to the transaction provided for in this letter, including but not limited to the fees and expenses of the legal adviser and accountants.

13. Right to complete due diligence and acquisition. For valuable consideration, the receipt of which is hereby recognized, the Company and the Main Shareholder agree that the Buyer will have the right to complete due diligence and complete the Acquisition in accordance with the terms described herein, and the Company and the Principal Shareholder agree to cooperate fully and in good faith to complete the transaction as soon as possible after the Buyer has confirmed the due diligence investigation in a satisfactory manner.

14. This letter may be executed on one or more counterparts, each of whom is considered original and together they constitute one and the same instrument.

15. Applicable Law. This letter is governed by the laws of the State of the [State], irrespective of the principles of conflict of laws of that State.

16. If the above correctly determines our mutual understanding, please indicate of this letter to the following sites and returning a copy to us no later than 5:00 p.m. This letter will expire if you have not returned us an executed copy of this letter by the time you said. Very truly yours, the real estate intent letter describes the general terms for negotiating a final agreement between a buyer or tenant and an owner of a property. The purpose of the letter of intent is to reach a non-binding agreement between both parties on the terms of sale or lease. Once the letter is signed, the parties will go to their respective lawyer and draw up legally binding contracts, usually in the form of a purchase agreement or lease agreement.

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Is on the side of the parties to determine whether the letter is legally binding. Following this decision, a statement stating the binding status of the document should be incorporated into the language of the form. Without such a written statement, it would be much more difficult to enforce the validity of the agreement in court, and the case would probably be dismissed due to the uncertainty of the letter's intent. How a letter of intent works (5 steps) The buyer or tenant will visit the property to evaluate the premises and determine whether the space suits their real estate needs. It is always recommended to run a detailed presentation to test devices, plumbing, window quality, heating, and check for visible material and structural defects.

Step 2 - The parties negotiate If the buyer or tenant chooses to proceed with the transaction after evaluating the property, they should immediately complete a letter of intent and present it to the owner for review. This letter provides a general description of the proposed real estate transaction, including the desired financial terms and completion dates. Negotiations between the parties will likely continue if the owner is not satisfied with the initial offer.

Step 3 - Binding Arrangement is made Once the real estate terms have been successfully negotiated, a binding contract should be drawn up and carefully reviewed by each party. The document currently in use will be either a purchase agreement or a lease depending on the nature of the relationship between the parties. For purchase agreements, the Parties may wish to request lawyer to examine the contract before the conclusion of a formally binding contract. However, for leases, the transaction will be finalized as soon as the parties sign.

Step 4 – Inspection period (Purchase agreements only) Purchase agreements usually contain a clause granting to the purchaser during which they may carry out an appropriate inspection of the installations. If the property fails to meet their standards, the buyer can usually back out of the deal or negotiate new terms with the owner. The inspection should be carried out by a qualified professional as they can more easily identify issues that could affect the value of the property going forward. If the buyer is satisfied with the results of the inspection, or if no inspection is carried out during the inspection period, the buyer's offer will be accepted, and the property will be transferred in their name after the closing period.

Step 5 - Closing (purchase agreements only) Closing is a predetermined date on which ownership of the property is officially transferred to the buyer. Depending on the state in which the property is located, the parties may need to meet in person with various entities (e.g. notary, real estate agent, securitisation insurance agent) to complete the transaction, or may be able to complete the process separately. Regardless of the closing method, it will always include the parties who sign the necessary documents and pay the fees associated with the transfer of ownership.

Sample – Letter of Intent Real Estate LETTER OF INTENT Date of entry into force: 1 June 2019 RE: Intention to lease commercial property This letter of intent of immovable property (the letter of intent) represents the basic terms for an agreement between tenant and lessor. Following this letter of intent, a formal agreement may be built for the benefit of the parties concerned.

I. The buyer or tenant: Salmon Bass (the Buyer or Tenant).

II. The seller or lessor: Mike Schmidt (the seller or lessor).

III. Property Address: 101 Property Way, Samford, Connecticut 06912 (the Property).

IV. Property type: The property is defined as a commercial space.

V. Real estate transaction: This letter of intent is intended for the lease of the Property (the Real Estate Transaction).

VI. Financial terms: The buyer or tenant intends to lease the property for two thousand dollars (\$2,000) per month. Payments are made on the 1st day of each month with the first payment due at the beginning of the lease (the Basic Rent).

VII. Payment Method: Payment of the Purchase Price or Basic Rent is made in the following way: The tenant will issue post-date checks for the entire lease term. All checks will be provided to the Landlord within 5 days of the signing of a binding lease.

VIII. Bank Financing: The buyer or tenant has made known that their ability to pay the purchase price or the basic does not depend on their ability to receive funding. If the payment depends on the financing, it must be under the following conditions: N/A

IX. Purchase Terms: If the Real Estate Transaction is set for the purchase of the Property, Property, applicable: Close. Closing will take place on \_\_\_\_\_, 20\_\_\_\_, or earlier by mutual agreement (close). Any extension to the closure must be agreed in writing by the buyer and seller. Closing cost. All costs related to the closure will be the responsibility of  buyer  seller  both parties bearing their own costs. Possession. Ownership of the Property will be given to \_\_\_\_\_, 20\_\_\_\_, or earlier by mutual agreement (the Possession). Any extension to the possession must be agreed in writing by the buyer and seller. Real estate inspection. After reaching a binding Purchase Agreement, the Buyer will have the right to inspect the status of the Property by a person of his choice. The inspection shall be carried out no later than \_\_\_\_\_ days after the issue of a purchase agreement. Notification Report. After inspecting the Property, the Buyer will have additional \_\_\_\_\_ days to report any new notices to the Seller in writing. If the Buyer and seller cannot reach a mutual agreement within \_\_\_\_\_ days of delivery of the written notices, the Purchase Agreement will end with any serious money returned to the Buyer. suspension agreement. After the execution of this Letter of Intent, and until closing, the Seller will not negotiate the sale of the Property with any other party, unless either the Buyer and the Seller agree in writing to terminate this Letter of Intent, or the Buyer and seller do not sign a Purchase Agreement from \_\_\_\_\_, 20\_\_\_\_.

X. Terms of lease. If the Property Transaction is set for the lease of the Property, the following conditions apply: Late Rent. If the tenant fails to pay the basic rent for more than 15 days after it is due, a late fee of fifteen dollars (\$15) can be charged each day until the late amount is paid. Guarantee. A guarantee in the amount of two thousand dollars (\$2,000) will be due before or when signing the lease. It's a sub-rent. The tenant cannot sub-lease the Building without first obtaining the prior written consent of the Lessor. Appliances and furniture. The Owner provides the following information about the use of the tenant: Refrigerator, stove, washing machine, dryer. Parking. The lessor will provide 1 parking space to the tenant for a fee of thirty dollars (\$30). This amount shall be paid to the lessor on a monthly basis in addition to the basic rent. Pets. The tenant has the right to 2 pets on site. The following types of pets are allowed: Cats, dogs.

Xi. Expenses: If the Property Transaction is for the lease of the Property, the Tenant is obliged to pay the following monthly expenses in addition to the Basic Rent: Heating, electricity. The Lessor is obliged to the following monthly expenses: All

XII. Lease Duration: If the Real Estate Transaction concerns the lease of the Property, the duration of the lease is a fixed period beginning on the 1st day of July 2019 and ending on the 30th day of June 2020.

XIII. Rental Complaint: If the Property Transaction is set for the lease of the Property, the lease can only be terminated under the following conditions: The tenant has the right to terminate the lease by providing at least 90 days' notice to the Lessor.

XIV. Binding effect: This letter of intent is considered non-binding. The Parties therefore acknowledge that this letter of intent is not enforceable by any Party. The terms described herein are solely for the purpose of reaching an agreement in the future, of which the lessee and the lessor are not bound.

XV. Additional provisions: The guarantee is returned to the tenant within 30 days of the evacuation of the property. Any reductions in the deposit must be reported in writing by the lessor and reported to the lessee upon repayment of the advance.

XVI. Currency: All references to the currency or the use of the \$ icon will be known as a reference to the US dollar.

XVII. Applicable Law: This letter of intent is governed by the laws of the State of Connecticut.

XVIII. Acceptance: If you agree to the above terms, please sign and return a copy of this Letter of Intent by 15 June 2019 at the latest. 2019.

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