

BINDING LOI

Mr. _____
c/o ABC Corp.

Dear _____:

This binding Letter of Intent ("Letter of Intent") shall confirm our mutual intentions to engage in exclusive negotiations toward a formal agreement (the "Agreement") by which ("Purchaser") would purchase, and _____ and/or its undersigned shareholders ("_____") would sell, a majority of the common stock of _____ for a contemplated purchase price of _____ (\$_____) (the "Purchase Price"). While we anticipate that all of the terms and conditions will be fully set forth in a later Purchase Agreement, we confirm our current mutual agreement to be as follows:

1. Negotiation of Definitive Agreements. We shall proceed to engage in negotiations in an attempt to agree upon and execute the Purchase Agreement at the Purchase Price incorporating each of the material terms set forth herein.

2. Confidentiality: Public Announcements. Each of Purchaser and _____ shall maintain the confidentiality of and shall not disclose any of the terms of this Letter of Intent (including its existence or the fact that the parties are in negotiations) and any other information related to the other party or its representatives or affiliates except to the extent required by law (provided that any party so required shall provide the other party with the contents of such disclosure as soon as reasonably practicable prior to making such disclosure). It is understood that all press releases or other public communications of any sort relating to this Letter of Intent or the transactions contemplated herein, including the method of release for publication thereof, shall be subject to the approval of each of the parties hereto; provided, however, that the parties shall be entitled to make such

disclosures as may be required pursuant to applicable law or the lawful requirements of any governmental agency or by order of a court of competent jurisdiction.

3. Exclusivity. _____ agrees that it shall not negotiate with any parties other than Purchaser and/or affiliates thereof with respect to a purchase of common stock of _____ for a period of thirty (30) days from and after the execution of this Letter of Intent by _____ and its delivery to Purchaser.

4. Loan. Concurrently with the execution therewith, Purchaser shall issue a loan of _____ (the "Loan") to be made to _____ on the terms and conditions set forth on Exhibit "A" to this Letter of Intent. _____ agrees promptly to execute and deliver such documentation, including without limitation a Promissory Note and Security Agreement, as Purchaser may in its discretion deem advisable to evidence and secure the Loan.

5. Employee Contract Terms. After the closing of the transaction set forth in the Purchase Agreement, Purchaser shall consent to _____ entering into employment contracts with the individuals identified on Exhibit "B" to this Letter of Intent, with the salary levels, durations and severance provisions respectively set forth on Exhibit "B" for each such individual. The foregoing employment contracts shall have such other reasonable and customary provisions as may be approved by Purchaser.

6. Board Seats. If it elects to consummate its purchase of a controlling interest in _____, Purchaser shall promptly cause the holder of such interest or their designated representative to collectively hold one (1) seat on the Board of Directors of _____ for a period of not less than two (2) years from the date of the closing of the purchase.

7. Effect of this Letter of Intent. This Letter of Intent is intended as a binding contract between the parties. It shall be mutually enforceable by each party as against the other.

Please acknowledge that this Letter of Intent correctly sets forth our agreement by countersigning the enclosed duplicate original of this Letter of Intent in the space provided below and returning one fully executed original to Purchaser.

AGREED AND ACCEPTED:

By: _____

By: _____