

SAMPLE LETTER OF INTENT

LETTER OF INTENT: Investor's Statement of Intention and Price Agreement for **Bank Notes**

MINIMUM INITIAL PURCHASE: \$ _____ **Million**

Date: _____

I intend to invest in THE ACQUISITION OF BANK NOTES.

This is a letter of interest for _____, for the purpose of obtaining access to portfolios of bulk-discounted bank owned assets meeting the criteria below on behalf of the buyer listed above.

Letter of Intent, an aggregate amount that will equal or exceed the minimum amount circled below.

(CIRCLE one box only.)

- \$5,000,000 to \$10,000,000
- \$10,000,000 to less than \$50,000,000
- \$50,000,000 to less than \$100,000,000

\$ _____

CIRCLE TYPE OF NOTE:

PERFORMING

NONPERFORMING

1ST

2ND

RESIDENTIAL

COMMERCIAL

LTV – YOU ARE WILLING TO PAY FOR _____ %

1) That the party presenting the package of assets has a signed and executed authorization letter from the owner of the assets verifying the note pool can be offered by the offering party, and that one asset address is disclosed to verify concurrence with the authorizing entity and that that authorization is disclosed.

Purchase Capacity:

_____ asserts that using the following assets, it has the cumulative purchase capability on a one time or revolving monthly basis of \$_____

Available for cash transactions: \$ _____

Name of bank where cash assets are located: _____

Name of bank officer for confirmation _____

Phone number of Bank officer for confirmation (_____) _____ - _____

Warehouse Line of Credit:
\$ _____

Name of institution where credit is authorized:

Name and number of Bank officer for confirmation:

Traditional Financing:
\$ _____

**PROOF OF FUNDS ARE BANK TO BANK:
Name of Bank where credit line is authorized:**

Name and number of bank officer for confirmation:

Upon initial overview of offering, _____

will supply the seller with a letter of intent and escrow required funds to secure the portfolio considered and will provide verifiable POF, bank to bank or attorney to attorney.

Signed _____

Title _____

Exhibit A

THIS ATTACHED EXHIBIT FOLLOW LOI FOR _____
AS OF THIS DATE: _____

ANY and ALL previous LOI's have been cancelled and are not valid.

This LOI is the only one that is authorized and valid.

Buyer's Signature: _____

Buyer's Representative's Signature: _____

SAMPLE MUTUAL CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is entered into as of the later of the dates set forth below the signatures of the parties to this Agreement by and between _____, a _____ company, with its principal offices at _____ and _____ its principal offices at _____.

1. The purpose of this Agreement is to set forth the terms and conditions for the disclosure of confidential information between the parties.

2. "Confidential Information" means any and all data, documentation and other information, in whatever form disclosed by a party (including its employees) or any affiliate, agent, subcontractor, representative or other person acting on behalf of the disclosing party (collectively, the "Disclosing Party") to the other party (including its employees) or any affiliate, agent, subcontractor, representative or other person acting on behalf of the receiving party (collectively, the "Receiving Party"), including, but not limited to, sales information, statistical compilations, visitor information, customer lists, financial statements, financial projections, business plans or results, listings and contractual obligations and terms thereof, components of intellectual property, unique designs, business processes, algorithms, computer programs or other technology and trade secrets. Notwithstanding the foregoing, Confidential Information does not include any information: (i) that becomes generally publicly known or is or becomes readily available in public records or documents, other than as a result of an un-permitted disclosure or other action, or any inaction, by the Receiving Party; (ii) which can be shown to have been known by the Receiving Party without obligation of confidentiality prior to its disclosure by the Disclosing Party; (iii) that is or becomes available to the Receiving Party on a non-confidential basis from a source (other than the Disclosing Party) which is not prohibited from disclosing such information to the Receiving Party by legal, contractual or fiduciary or other obligation to the Disclosing Party; or (iv) is independently developed by the Receiving Party without use of any of the Confidential Information. If any part of the Confidential Information falls under one of the above Sections 2(i) – (iv), then only that portion shall be excluded from the terms and conditions of this Agreement.

3. Receiving Party shall hold the Confidential Information in strict confidence and use the same level of care in safeguarding the Confidential Information against any and all loss, theft or other inadvertent disclosure the Receiving Party uses in safeguarding its own confidential information, but in any case no less than a reasonable degree of care.

4. Receiving Party shall not use the Confidential Information other than for the purpose of evaluating whether to enter into the business relationship contemplated by the parties hereto

upon disclosure of the Confidential Information, or disclose, transfer or in any way divulge, directly or indirectly, any of the Confidential Information, under any circumstances or by any means, to any third party without the prior written consent of Disclosing Party. The Receiving Party shall not copy, transmit, reproduce, summarize, or quote, any of the Confidential Information (except for the purpose stated above), or make any commercial or unauthorized use whatsoever of any of the Confidential Information without the prior written consent of Disclosing Party.

5. The Confidential Information shall remain the exclusive property of Disclosing Party, and upon termination of this Agreement or at any time requested by Disclosing Party, Receiving Party will immediately return to Disclosing Party or destroy all of the Confidential Information, in whatever form, including, without limitation, any whole or partial copies, summaries or compilations made, and provide to Disclosing Party a written certification of the same signed by an officer of Receiving Party.

6. Receiving Party shall reveal the Confidential Information only to agents, representatives, subcontractors and employees who need to know the Confidential Information for purposes intended by the parties hereto and, in the case of agents, representatives, subcontractors and other non-employee third parties, who have entered into confidentiality agreements of similar force and effect as this Agreement. The actions or negligence of the Receiving Party's employees, affiliates, agents and subcontractors shall be deemed to be the actions or negligence of the Receiving Party with respect to the Confidential Information, and the Receiving Party shall be liable for all losses arising out of such parties' actions.

7. The Receiving Party understands that the Disclosing Party has endeavored to include in the Confidential Information those materials which the Disclosing Party believes to be relevant for the purposes intended by the parties, but the Receiving Party acknowledges that the Disclosing Party makes no representation or warranty, either express or implied, as to the accuracy or completeness of the Confidential Information.

8. In the event that the Receiving Party or any person to whom the Receiving Party transmits the Confidential Information pursuant to this Agreement becomes legally compelled to disclose any of the Confidential Information, the Receiving Party will provide the Disclosing Party with prompt notice and all reasonable assistance and information reasonably requested by the Disclosing Party so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or the Disclosing Party waives compliance with the provisions of this Agreement, the Receiving Party will furnish only that portion of the

Confidential Information which the Receiving Party is advised by opinion of counsel is legally required and will exercise Receiving Party's best efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.

9. Should Receiving Party breach any of its obligations contained in this Agreement, the Disclosing Party will be irreparably harmed and shall be entitled to seek specific performance, including immediate issuance of a temporary restraining order or preliminary injunction enforcing the terms of this Agreement, and to seek judgment for damages caused by breach, and to any other remedies provided for by applicable law.

10. This Agreement is personal to the parties and may not be assigned without prior written consent of the other party, except that either party may assign this Agreement to a subsidiary company, an affiliate, a parent company of either respective party, or in the context of the sale, transfer, or combination of any or all of its stock or assets; provided that such assignment shall not release or alter any liability, undertaking, or obligation of either party hereunder. This Agreement and all rights and obligations hereunder shall be binding on the assignee, and subject to the terms and conditions hereunder and to any amendment or modification which may be agreed upon between the parties hereto, with the same force and effect as if the assignee had originally been a party to this Agreement and the amendment or modification had been specifically set forth herein. Any purported assignment of this Agreement, in whole or in part, without such prior written consent shall be null and void. Except as otherwise set forth herein, no right or license is granted by the Disclosing Party to the Receiving Party with respect to the Confidential Information. This Agreement represents the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, express or implied, oral or written, except as herein contained. This Agreement may not be modified or amended other than by an agreement in writing signed by both parties. This Agreement and all questions relating to its validity, interpretation, performance and enforcement, shall be governed by and construed in accordance with the laws of the State of New York, other than conflicting choice-of-law provisions.

11. The Receiving Party acknowledges that its obligations under this Agreement with regard to the trade secrets of Disclosing Party remain in effect for as long as such information shall remain a trade secret under applicable law. Receiving Party acknowledges that its obligations with regard to the Confidential Information of Disclosing Party shall remain in effect for three (3) years after the execution of this Agreement.

IN WITNESS WHEREOF, the parties' authorized representatives, intending to be legally bound have executed this Agreement.

COMPANY NAME

COMPANY NAME

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____