

LETTER OF INTENT

The purpose of this letter of intent ("Letter") is to outline certain of the terms and conditions of a proposed purchase (the "Acquisition") by ("Buyer"), of substantially all of the assets of ("Seller") a Illinois corporation ("Seller"). It is anticipated that the Acquisition will be consummated as soon as possible after your acceptance of this Letter on such date as the parties hereto may agree (the "Closing Date").

1. **Terms of Acquisition.**

- a. Purchase and Sale of Assets. On the Closing Date, Buyer will purchase certain assets of Seller, all as identified in the Acquisition agreement (the "Purchased Assets").
- b. Assumption of Liabilities. Buyer will assume no liabilities of any kind relating to Seller or its business, except the obligations arising under any contracts specifically assumed by Buyer in the definitive Acquisition agreement.
- c. Purchase Price. Buyer will (i) assume the assumed liabilities and (ii) pay to Seller an aggregate purchase price equal to the sum of \$_____ (the "Purchase Price"). The Purchase Price will be paid as follows: (i) \$_____ delivered to Seller with this Letter and (ii) remainder will be paid on the Closing Date. In the event the transaction contemplated in this Letter is not consummated, regardless of the reason therefor, Seller shall return the \$_____ paid by the Buyer with this Letter.

2. **Definitive Agreement.** Buyer and Seller shall execute as soon as possible a definitive Acquisition agreement containing such representations, conditions, indemnification, noncompetition provisions and other terms customary in such types of agreements, and generally in the form of the draft Asset Purchase.

3. **Binding Agreements.** Buyer and Seller agree that in recognition of the costs to be borne by Buyer and Seller in pursuing this transaction, upon execution of this Letter, the provisions of this Paragraph 3 will constitute the legally binding and enforceable agreement of Buyer and Seller.

- a. Exclusive Dealing. For a period of ___ days from the date this Letter is executed by the Seller (the "Exclusivity Period"), neither Seller nor any of its affiliates shall (except with respect to the Buyer): (i) enter into or conduct any discussions with any parties relative to any disposition of the business, assets or stock of the Seller, (ii) solicit or encourage, directly or indirectly, submission of any inquiry, proposal or offer related to the disposition of the business, assets or stock of Seller, or (iii) entertain any offer to purchase the business, assets or stock of Seller.
- b. Access. Seller will give Buyer and its advisors complete access to all of the books, records, financial statements, customer and supply lists and other documents and materials relating to Seller, its assets and business as Buyer may require to conduct its due diligence investigation.
- c. Negotiations. Buyer and Seller shall negotiate in good faith to arrive at a mutually acceptable definitive Acquisition agreement at the earliest reasonably practical date. Notwithstanding the foregoing, Buyer shall be permitted to terminate negotiations immediately in the event that Buyer, through its diligence investigation discovers any information related to Seller, its business or assets that Buyer deems unacceptable.
- d. Termination. In the event the parties shall not have executed the Acquisition agreement by the final date of the Exclusivity Period, either party may terminate this Letter, including the provisions of this Paragraph 3, and the parties shall have no further obligations hereunder, provided that the party initiating such termination is not in breach of any of the binding provisions of this Letter.

4. **Letter of Intent.** Except for the provisions of Paragraph 3 and payment of the \$ _____ pursuant to Paragraph 1(c), this Letter shall not be deemed to create a binding or enforceable obligation with respect to matters described herein.

If the terms set forth in this letter of intent meet with your approval, please have the enclosed copy executed and return it to _____. If this proposal is not accepted by 12:00 P.M., local time, on _____, 2003, it will automatically become void.

(Buyer)

By: _____

The undersigned has reviewed this Letter and agrees to its terms as of _____, 2003.

(Seller)

By: _____