

# LETTER OF INTEREST

To: \_\_\_\_\_

**Subject:** \_\_\_\_\_

Expression of interest to enter into negotiations with a view to agreeing a contract for the purchase of the property/business/assets as identified herein (the "Subject Matter").

## 1. Parties:

Buyer / Interested Party: \_\_\_\_\_

Seller / Owner: \_\_\_\_\_

## 2. Subject Matter Details:

Description (location, type, and any relevant identifiers): \_\_\_\_\_

Asking Price / Indicative Value: \_\_\_\_\_ GBP

## 3. Purpose of this Letter of Interest:

This Letter of Interest ("LOI") sets forth the Buyer's intention to explore and negotiate in good faith the potential acquisition of the Subject Matter from the Seller. This document is non-binding except for the provisions expressly stated as binding herein.

## 4. Due Diligence:

Buyer intends to conduct due diligence investigations concerning the Subject Matter, including but not limited to financial, legal, and physical inspections. Seller agrees to provide reasonable access to information and cooperation to facilitate such due diligence.

## 5. Confidentiality:

Both parties agree to keep confidential all non-public information disclosed during the negotiation process and to use such information solely for the purpose of evaluating the potential transaction. This obligation shall survive termination of negotiations.

## 6. Exclusivity:

Upon mutual execution of this LOI, the Seller agrees not to solicit, negotiate, or enter into discussions or agreements with any other parties regarding the sale of the Subject Matter for a period to be mutually agreed upon in subsequent binding agreements.

## 7. Non-Binding Nature:

Except for Sections 5 (Confidentiality) and 6 (Exclusivity), this LOI does not constitute a binding agreement and neither party shall be obliged to proceed with the transaction unless and until a definitive agreement is executed by the

parties.

**8. Governing Law and Jurisdiction:**

This LOI and any dispute arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably submit to the exclusive jurisdiction of the English courts.

**9. Binding Clauses:**

The provisions in Sections 5 (Confidentiality), 6 (Exclusivity), 8 (Governing Law and Jurisdiction), and this Section 9 (Binding Clauses) shall be legally binding and enforceable upon the parties.

**10. Next Steps:**

The parties anticipate negotiating and executing a definitive agreement containing detailed terms and conditions governing the transaction, following the completion of satisfactory due diligence.

**BUYER'S SIGNATURE**

**SELLER'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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