WEBER RECTOR
COMMERCIAL REAL ESTATE SERVICES

LETTER OF INTENT

Company Name
Mr. Name
Address
Address

BY EMAIL
August 19, 2008

Re: Building Name and Address

Dear Mr. _____:

(Name), and / or assigns, (Purchaser), desire to purchase the property at (Property Address), Manassas, herein further described as the Property, from (Seller), LLC (Seller). The purpose of this letter of intent is to set forth the basic terms and conditions of a Sales Contract which Purchaser and Seller will enter into (Letter of Intent).

Property:	Approximately 21,750 square feet of land, improved by a 6600 square foot building that includes 8 separate offices, located at (Address), Manassas, VA 20220. The property is further described as City of Manassas Tax Map Number (tax map #). Included with the Property is all improvements on the property, all construction plans and specifications, engineering studies and plans, environmental studies, soil reports, surveys, title reports, permits and/or any other related documentation of the Property, that Seller has in his possession, convey to Purchaser.(the"Property"). See Exhibit A.
Purchase Price:	$950,000, Nine Hundred and Fifty Thousand Dollars and no cents, payable in cash at closing.
Deposit:	$25,000 upon execution of the Purchase Contract, as hereinafter defined (the "First Deposit"). An additional deposit of $25,000 shall be posted at the end of the Study Period (the " Second Deposit"), the First Deposit and Second Deposit shall be (the "Deposit"). The Deposit will be in the form of cash and shall be held by Weber Ghadban and Associates, Inc., ("Escrow Agent").
Purchaser Due Diligence:	Prior to closing, Purchaser shall have access to the Property to conduct investigations thereof. Purchaser shall have until sixty (60) days after the date of execution of the Purchase Contract (the "Study Period") to complete a review of the Property. During the Study Period, the Purchaser shall have the right to go upon the Property and conduct such tests, studies, and investigations with regard to the Property as the Purchaser may deem appropriate. Purchaser will make every effort to limit the damage to the property and will repair any property damage. The

Offering is subject to errors, omissions, prior sale, change in price, or withdrawal without notice.

Purchaser may elect, for any reason, during the Study Period to terminate the Purchase Contract, in which event the Deposit shall be returned to Purchaser and the parties shall have no further obligations to each other in connection with this transaction.

Conditions to Settlement:

The obligation of the Purchaser to purchase the Property is subject to the following conditions:

1. The Property shall be free of hazardous waste of all kinds. No mechanics or materialmens liens shall be filed against the Property. No litigation or condemnation action shall be pending affecting Seller and / or the Property.

If any such conditions exist at any time prior to or at closing, Purchaser may terminate this Letter of Intent and / or the Purchase Contract by sending written notice to Seller. In such event, the Deposit shall be returned promptly to Purchaser, this Letter of Intent shall become null and void, and the parties shall be released from all other liability or responsibility hereunder.

Title and Survey:

Title to the Property shall be of good record and marketable, and fully insurable by a title company, at regular rates. It shall be the responsibility of the Purchaser to satisfy himself as to the status of title to the Property prior to the expiration of the Inspection Period.
Seller agrees that he will not further encumber the property after the ratification of the Purchase Contract.

Closing:

Settlement shall take place on the date that is the earlier of thirty (30) days after all of the Conditions to Settlement as stated above have been met or four (4) months after execution of the Purchase Contract. Should Purchaser not close on the property, for any reason, all due diligence material, engineering, architectural, studies, etc shall be turned over to the Seller, paid for, by Purchaser within seven days of terminating the contract, or failure to close.

Due Diligence Materials:

Seller shall provide Purchaser within three (3) business days after execution of the Purchase Contract all information prepared by or for Seller including but not limited by, a copy of all plans and specifications, engineering studies, building condition reports, repair records, management records, soil reports, surveys, title insurance policies, environmental reports and materials that Seller has in his possession. Seller shall grant Purchaser access to all materials in Seller's possession relating to the Property.

Real Estate Commission: Both Purchaser and Seller warrant to one another that no broker was involved in this transaction other than **Coleman Rector with** Weber Rector Commercial Real Estate Services, Inc., representing the Purchaser.

Purchase Contract Preparation: This Letter of Intent, and the obligations of the parties hereunder, are subject to the negotiation and execution by the parties of a Contract of Sale, consistent with the terms set forth in this Letter of Intent. In addition to the special provisions set forth in the Letter of Intent, the Contract of Sale shall contain such other and further provisions as are customary in a contract of sale for the purchase of land and a building in Virginia, including standard representations and Warranties, Within ten (10) days after the date and acceptance of this Letter of Intent by the Seller, Purchaser will submit a Purchase Contract to Seller. Within ten (10) days thereafter, Purchaser and Seller shall make reasonable effort to negotiate and execute the Purchase Contract.

This Letter of Intent ("LOI") contains the economic and basic terms upon which the Seller proposes to sell the Property to the Purchaser. Neither the Seller nor the Purchaser shall have any obligation regarding any of the terms set forth in this LOI except with respect to the immediately preceding paragraph unless and until a definitive Purchase Contract, mutually acceptable to both parties, is fully executed by the Seller and Purchaser. Purchaser and Seller agree to negotiate in good faith a mutually acceptable Purchase Contract. This proposal contains the general terms and conditions that Purchaser and Seller consider to be essential for the consummation of such transaction.

Unless the Purchaser receives from the Seller an executed copy of this Letter of Intent on or before 5:00 p.m., E.S.T. on Aug 26, 2008 this letter of intent shall be null and void.

Date: _____

Seller: (Seller)

By: _____
Name:
Title: Manager/Member

Purchaser: (Purchaser)

Date: _____

By: _____
Name:
Title: Manager / Member

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EXHIBIT A