

**ENTER DATE MONTH/DAY/YEAR**

WEBPRO International Inc

Re: Proposed Acquisition of the “**RealWebPages.com**” URL

Dear WEBPRO:

We are pleased to propose for consideration by WEBPRO International, Inc., (“WEBPRO”) the purchase and sale of the referenced URL (the “Proposed Transaction”) outlined in the Summary of Terms attached to and made part of this letter (collectively, the “Letter of Intent”). If this Letter of Intent represents a basis upon which WEBPRO is willing to proceed with the negotiation of a definitive purchase agreement and related documents for the Proposed Transaction (collectively, the “Definitive Documentation”), please deliver a counterpart of this Letter of Intent executed by WEBPRO by facsimile to (912) 988-3041 and [admin@tldoffers.com](mailto:admin@tldoffers.com) the undersigned on or before 5:00 p.m. (Eastern Standard Time) on **ENTER DATE MONTH/DAY/YEAR**. Upon receipt of such executed counterpart of this Letter of Intent, we will promptly commence due diligence and deliver initial drafts of the Definitive Documentation for consideration by WEBPRO.

WEBPRO and **BUYER** hereby agree as follows:

1. WEBPRO represents and warrants to **BUYER** that it is not a party to any agreement, contract, commitment or understanding with any other individual, corporation, partnership, limited partnership, limited liability company, trust, association or other entity (“Person”), nor involved in any discussions or other relations with any other Person, which could give rise to any liability on the part of **BUYER** to such other Person by reason of WEBPRO considering, entering into, consummating or performing this Letter of Intent or the Definitive Documentation.
2. Except to the extent provided to the contrary in the Definitive Documentation, **BUYER** and WEBPRO each will bear their own respective costs and expenses in connection with the Proposed Transaction, including but not limited to the preparation, negotiation, execution, delivery and performance of this Letter of Intent and the Definitive Documentation.
3. The execution and delivery of the Definitive Documentation shall be subject to the prior approval of the senior management of **BUYER** and its parent companies.
4. This Letter of Intent, the Proposed Transaction and all discussions and matters relating thereto are subject to the Mutual Nondisclosure Agreement of even date herewith between **BUYER** and WEBPRO (the “Mutual Nondisclosure Agreement”). Notwithstanding any provision of the Mutual Nondisclosure Agreement to the contrary, unless otherwise agreed to in writing by the parties, prior to execution of the Definitive Documentation, no party will publicly announce, disclose or reveal (other than to such party’s directors, officers, employees, agents,

advisors and other representatives who are actively and directly participating in an evaluation of the Proposed Transaction or who otherwise have a need to know such information for the purpose of evaluating the Proposed Transaction) any information about the Proposed Transaction or the terms or conditions thereof or any other facts relating thereto, including, without limitation, the fact that discussions are taking place with respect thereto or the status thereof, except to the extent that, in the opinion of outside counsel to such party, disclosure is required by law or legal process, but only after prior notice to and consultation with the other party and its outside legal counsel is given and conducted regarding any such disclosure.

5. This Letter of Intent will expire and automatically terminate upon expiration thirty (30) days following the date hereof; provided, however, that the termination of this Letter of Intent will not affect the liability of a party for its breach of any of the Binding Provisions (as defined in paragraph 9 hereof) prior to such termination. Upon termination of this Letter of Intent, the parties will have no further obligations under the Binding Provisions, except that the obligations of the parties under paragraphs 2 and 4 of the Binding Provisions shall survive as continuing obligations and the provisions of paragraphs 5, 6, 7, 8, and 9 of the Binding Provisions shall remain in effect with respect to any matter relating to this Letter of Intent.

6. The Binding Provisions constitute the entire agreement among the parties, and supersede all prior oral or written agreements, understandings, representations and warranties, and courses of conduct and dealing among the parties, on the subject matter thereof. Except as otherwise provided therein, the Binding Provisions may be amended or modified only by a writing executed by the parties.

7. The Binding Provisions will be governed by and construed under the laws of the State of New York without regard to conflicts of laws principles.

8. This document may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same document.

9. Except for the provisions of paragraphs numbered 1 through 9, inclusive, of this letter (collectively, the "Binding Provisions"), the paragraphs and provisions of this Letter of Intent, including the attached Summary of Terms, do not constitute and will not give rise to any legally binding obligation on the part of any of the parties. The Summary of Terms is only a list of proposed points that may or may not become part of any Definitive Documentation that may or may not result from negotiations between the parties. The Summary of Terms is not based on any agreement among the parties and is not intended to impose any obligation whatsoever on any party with respect to the subject matter thereof. No party intends to have nor shall it be deemed to have any obligation to bargain in good faith or in any way other than arms' length with respect to the subject matter of the Summary of Terms. Except to the extent directly arising from its breach of a Binding Provision, no party shall have any obligation or liability whatsoever for any past, present or future action, course of conduct or failure to act relating to this Letter of Intent, the Proposed Transaction or the preparation or negotiation of Definitive Documentation, and no such action, conduct or failure will give rise to or serve as a basis for any obligation or other liability on the part of the parties. No party may reasonably rely on any promises inconsistent with this paragraph. This paragraph supersedes all other conflicting language.

The proposal represented by this Letter of Intent will be valid for a 24 hour period on **ENTER MONTH/DAY/YEAR**, from the documented time of submission and will automatically expire have no further force or effect at such time unless an executed counterpart of this Letter of Intent is delivered to **BUYER** prior to such time in the manner set forth herein.

We look forward to working with you and WEBPRO on completing a successful transaction.

Sincerely yours,

**BUYER**

By: \_\_\_\_\_  
**NAME AND TITLE OF SIGNING BUYER**

Agreed to and accepted by:

WEBPRO International, Inc.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment: Summary of Terms

SUMMARY OF TERMS  
Attachment to the Letter of Intent

This Summary of Terms is a non-binding expression of intent with respect to the principal terms of the Proposed Transaction (as defined in the Letter of Intent, dated **ENTER MONTH/DAY/YEAR**, from **BUYER** to WEBPRO) involving **BUYER** and WEBPRO, and is deemed to be a part of the Letter of Intent.

Basic Transaction: **BUYER** will purchase from WEBPRO all right, title and interest in the url **RealWebPages.com** (the "URL").

Purchase Price: **BUYER** will pay to WEBPRO **####,###.\*\***, in cash, for the URL. The purchase price assumes that all expenses incurred by WEBPRO in connection with the Proposed Transaction (including, without limitation, the fees and expenses of its advisors, consultants, and counsel) will be paid by WEBPRO. The purchase price is payable at closing of the Proposed Transaction.

Parties: **BUYER** (or its assignee) and WEBPRO will be the parties identified in the applicable Definitive Documentation as parties to the final purchase agreement. **BUYER** may assign its rights to any of its direct or indirect subsidiaries, including any such subsidiary formed to consummate the Proposed Transaction.

Governmental Approvals: Consummation of the Proposed Transaction will be subject to the parties having obtained all approvals required from all governmental agencies having jurisdiction, or waivers thereof by lapse of time or otherwise.

Third Party Approvals: Consummation of the Proposed Transaction will be subject to WEBPRO having obtained all approvals required from third parties under any agreement, contract, commitment or other understanding to which WEBPRO is a party, or waivers thereof by lapse of time or otherwise.

No Encumbrances: The URL will be free and clear of all charges, claims, encumbrances, liens and restrictions of any kind.

Transfer Taxes: Any transfer or sales taxes payable to any governmental authority as a result of the Proposed Transaction will be borne by WEBPRO and, if requested by **BUYER**, adjusted at closing.

Due Diligence: Execution of the Definitive Documentation (including, without limitation, the purchase agreement) and consummation of the Proposed Transaction will be subject to **BUYER's** satisfaction with the results of its due

diligence review of information pertaining to the URL as **BUYER** deems necessary and appropriate.

**Timing:**

The parties will exercise commercially reasonable good faith efforts to prepare, negotiate and execute Definitive Documentation (including, without limitation the purchase agreement and all related documentation) and consummate the Proposed Transaction on or before the expiration of this Letter of Intent.

**Other Terms and Conditions:**

The applicable Definitive Documentation will contain such representations, warranties, covenants, conditions, indemnities and other provisions as are customary for transactions of this nature and otherwise as may be required to give effect to the terms set forth herein.