

[Sender Name/Organization Name]
[Street Address]
[City, State, Zip Code]
[Date]

[Recipient Name]
[Title]
[Target Bank Name]
[Street Address]
[City, State, Zip Code]

RE: Letter of Intent for Interstate Merger and Regulatory Compliance

Dear [Recipient Name],

This Letter of Intent ("Letter") outlines the preliminary terms and conditions under which [Acquiring Bank Name] ("Acquirer") proposes to merge with [Target Bank Name] ("Target"). This document serves as a formal expression of interest and a commitment to adhere to all applicable state and federal laws regarding interstate banking.

1. Proposed Transaction

The Acquirer proposes to acquire 100% of the issued and outstanding equity interest of the Target via a statutory merger, subject to definitive documentation and regulatory approval.

2. Purchase Price and Consideration

The preliminary valuation is set at [Amount or Formula], payable in [Cash/Stock/Combination]. This valuation is subject to adjustment based on the results of the due diligence process.

3. Legal and Regulatory Compliance

Both parties agree to conduct this transaction in strict accordance with:

- a. The Riegle-Neal Interstate Banking and Branching Efficiency Act of 1994.
- b. Applicable state banking statutes in [State A] and [State B].
- c. Requirements of the Federal Reserve Board, the FDIC, and the OCC.
- d. Antitrust guidelines regarding deposit concentration limits.

4. Due Diligence

Upon acceptance of this Letter, the Target shall provide the Acquirer with access to financial records, legal contracts, and operational data. The Acquirer will similarly provide necessary disclosures to the Target.

5. Exclusivity

The Target agrees to an exclusivity period of [Number] days, during which it will not negotiate or solicit offers from other parties.

6. Confidentiality

All information exchanged during this process shall remain strictly confidential and shall not be disclosed to third parties without prior written consent, except as required by law.

7. Non-Binding Nature

Except for the provisions regarding Confidentiality, Exclusivity, and Governing Law, this Letter is non-binding and intended only as a framework for a definitive agreement.

8. Governing Law

This Letter shall be governed by and construed in accordance with the laws of the State of [State Name].

If these terms are acceptable, please sign and return the enclosed copy by [Expiration Date].

Sincerely,

[Signature]

[Printed Name]

[Title]

[Acquiring Bank Name]

Accepted and Agreed:

Signature: _____

Name: [Recipient Name]

Title: [Title]

Date: _____