

LETTER OF INTENT

This non-binding Letter Of Intent sets forth the basic terms and conditions by which _____ (“Buyer”) proposes to purchase from the undersigned (“Seller”) the below referenced property. The terms and conditions are as follows:

1. **Property:** Name
Address
City, State Zip

2. **Purchase Price:** The purchase price for the property shall be \$_____.00
The purchase price shall be paid as follows:
 - (a) Initial earnest money deposit of _____ Dollars
(\$_____.00) deposited into escrow upon opening thereof;
 - (b) Balance of purchase price in cash at close of escrow.

3. **Closing:** The closing of the sale and purchase of the Property shall occur _____
(__) days after the expiration of the inspection period.

Seller shall pay for a Standard title insurance policy, documentary stamp tax, transfer taxes, recording fees, all escrow fees and all other fees and costs incurred to repay any liens or other expenses incurred in connection with this transaction.

4. **Escrow:** An escrow shall be established at _____ (c/o _____).
The parties shall deliver a fully executed purchase and sale agreement, which may be signed in counterpart, to escrow, and the date which escrow receives said fully signed agreement and acknowledges in writing that receipt shall be the date of opening of escrow.

5. **1031 Exchange** Seller to cooperate with Buyer’s 1031 Exchange, at no cost or liability to Seller.

6. **Inspection Period Contingency:** Buyer shall have _____ (__) days after opening of escrow for an inspection period, and in its sole discretion, to review and approve the property (the “Inspection Period”). The Inspection Period is provided to allow Buyer time to make a physical examination of the Property, including but not limited to, an environmental audit, which shall be at Buyer’s expense. It shall further allow the Buyer time to inspect other materials or information in Seller’s possession pertinent to the Property including all agreements, documents, leases, rent rolls, plans, drawings, specifications, correspondence, warranties and guarantees, tax bills, statements of income and expense, property management reports, governmental correspondence, and any environmental reports available (Seller’s Information). It shall further allow time for Buyer to review the

title report and all exceptions thereto as well as the ALTA survey. Buyer shall approve the results of the Inspection Period by written notice to escrow on or before the end of the Inspection Period. Failure of Buyer to provide such written approval shall be deemed disapproval. Should the Buyer in its sole discretion disapprove of the results of the Inspection Period, then the purchase and sale agreement which the parties signed after executing this letter of intent shall be null and void and of no further force and effect, escrow shall be cancelled and all earnest money shall be returned to the Buyer, and neither party shall have any further rights or obligations to the other.

7. **Contingency Waiver:** Notwithstanding anything to the contrary contained herein, any contingency to the purchase and sale agreement which benefits Buyer may be waived by Buyer by written notice to escrow.
8. **Broker:** Buyer is represented by _____ (_____, agent), a licensed Arizona real estate broker (“Buyer’s Broker”). Seller is represented by Phoenix Commercial Advisors (Chad Tiedeman, agent), a licensed Arizona real estate broker (“Seller’s Broker”). Brokers will be paid by Seller at close of escrow by escrow per a separate agreement. Should Buyer close escrow, Seller and Buyer agree to indemnify and hold harmless and defend the other against all costs, claims, or Broker’s commissions or finder fees made by any other person claiming, by or through or under Seller or Buyer as the case may be.
9. **Confidentiality:** The parties hereto will keep the existence of and terms of this letter of intent confidential.
10. **Acceptance:** Seller shall have until 5:00 P.M. PST, _____, 2010, to accept this proposal; otherwise, this letter of intent is null and void.

The contents of this letter of intent are non-binding on Seller and Buyer, except for paragraph 8 (Broker). The only binding agreement between Seller and Buyer shall be a fully signed purchase and sale agreement.

Accepted and Approved – “Buyer”

Date: _____

By: _____

Accepted and Approved – “Seller”

Date: _____

By: _____