

LETTER OF INTENT TO PURCHASE REAL ESTATE

The purpose of this letter is to set for the some of the basic terms and conditions of the proposed purchase by the undersigned (the "Buyer") of certain real estate owned by you (the "Seller"). The terms set forth in this Letter will not become binding until a more detailed "Purchase Agreement" is negotiated and signed by the parties, as contemplated below by the section of this Letter entitled "Non-Binding."

1. **PROPERTY ADDRESS:** The property proposed to be sold is located at:

2. **PRICE:** The proposed purchase price is
, of

which
would be deposited in Escrow, upon acceptance of a

binding Purchase Agreement. Buyer would pay the balance to Seller
at closing.

3. **POSSESSION:** Possession would be given on
, or sooner by

mutual agreement. Settlement would be made at the closing, immediately prior
to possession.

4. **INSPECTION:** After the final acceptance of a binding Purchase Agreement,
Buyer may have the Real Estate inspected by a person of Buyer's choice to
determine if there are any structural, mechanical, plumbing or electrical
deficiencies, structural pest damage or infestation, any unsafe conditions or other
damage, including the presence of radon gas, any lead-based paint hazards, and
inspections for other conditions that are customary to the locality and/or that are
required by law.

5. **FINANCING:**

6. **CLOSING COSTS:** Traditional distribution of closing costs.

7. **STANDARD PROVISIONS:** The Purchase Agreement will include the
standard provisions that are customary to the locality and/or that are required by
law.

8. **ADDITIONAL PROVISIONS:** _____

9. **STAND STILL:** Seller shall not initiate or carry on negotiations for the sale of the Real Estate with any party other than Buyer unless either (1) Buyer and Seller fail to enter into a binding Purchase Agreement by 72 HOURS from the time of acceptance of this agreement, or (2) Buyer and Seller agree in writing to abandon this Letter of Intent.

10. **NON-BINDING.** This letter of Intent does not and is not intended to contractually bind the parties, and is only an expression of the basic conditions to be incorporated into a binding Purchasing Agreement. This Letter does not require either party to

negotiate in good faith or to proceed to the completion of a binding Purchase Agreement. The parties shall not be contractually bound unless and until they enter into a formal, written Purchase Agreement, which must be in form and content satisfactory to each party and to each party's legal counsel, in their sole discretion. Neither party may rely on this Letter as creating any legal obligation of any kind. Notwithstanding the provisions of this paragraph to the contrary, Seller and Buyer agree that the above paragraph entitled "Stand Still" shall be binding, regardless of whether a binding Purchase Agreement is entered into the parties.

If you would like to discuss a sale of Real Estate with the undersigned on these general terms, please sign and return a copy of this Letter of Intent to the undersigned at your earliest convenience.

Very truly yours,

The above Letter reflects our mutual understanding and sets forth the basis for proceedings to negotiate a Purchase Agreement as outlined above.

SELLER:

BUYER:

DATE OF ACCEPTANCE: