



LETTER OF INTENT TO PURCHASE AND SELL COMMERCIAL REAL ESTATE

This Letter of Intent contains the principal business terms under which Purchaser and Seller would consider entering into a purchase and sale agreement for the Property described below. This Letter of Intent is not intended, nor shall it be deemed or interpreted, to be a purchase and sale agreement between Purchaser and Seller. Rather, this letter constitutes the agreement of Purchaser and Seller to conduct further negotiations concerning a written purchase and sale agreement.

Purchaser and Seller agree to negotiate in good faith, and will endeavor to negotiate and enter into a purchase and sale agreement within ___ days after Seller signs this Letter of Intent. Either Purchaser or Seller may, for any reason and without cause, terminate negotiations of the purchase and sale agreement at any time by giving written notice of such termination on the other party.

(Note: items below preceded by boxes are applicable only if checked)

Seller: _____

Purchaser: _____

Property: Street address: _____

Square feet of building: _____

Acreage: _____

Town: _____, Connecticut

Purchase Price: _____

Deposit: \$ _____, payable upon Seller signing this Letter of Intent, to be applied to the purchase price or refunded to Purchaser if either party terminates negotiations, to be held in escrow by _____.
\$ _____, payable upon execution of purchase and sale agreement
\$ _____, payable _____

Financing: No financing contingency
 Purchaser's obligation to purchase will be contingent on Purchaser obtaining a written mortgage commitment from a bank or institutional lender in the amount of \$ _____ for a term of _____ years, with such commitment to be obtained within _____ days after date of executed purchase and sale agreement.
 Other: _____

Due Diligence: Purchaser shall have _____ days after execution of the purchase and sale agreement to conduct all necessary due diligence (to be specified in the purchase and sale agreement), subject to reasonable approval of Seller. Such due diligence may include, but shall not be limited to (not applicable unless checked):

Buyer Initial _____ Date _____ Seller Initial _____ Date _____

Due Diligence:
(cont.)

- Phase I site assessment to be paid by _____
- Phase II site assessment to be paid by _____
- Governmental approvals
- Zoning/Permitted use
- Water, septic, and/or utilities
- Engineering and/or mechanical inspection(s)
- Flood zone designation
- Underground storage tank
- Inland wetlands and watercourses
- Rights of way, easements and encroachments
- PCB's
- Asbestos
- Mold
- Radon
- Urea formaldehyde foam insulation
- Other: _____

Within _____ days after commencement of the due diligence period Seller will provide Purchaser with copies of any of the following which may be in Seller's possession, to be kept confidential by Purchaser and Purchaser's broker and not disclosed to third parties other than (check applicable boxes):

- Purchaser's lender
- Purchaser's accountant
- Purchaser's attorney
- Purchaser's experts
- Other: _____

(not applicable unless checked)

- Survey
- Engineering report(s)
- Environmental report(s)
- Existing title insurance policy
- Existing leases
- Rent roll and identification of tenant(s)
- Schedule of income and expenses (most recent year)
- Certificate(s) of occupancy
- Certificate(s) of apartment occupancy

Closing:

On or before _____ . Conveyance shall be by

- Warranty deed
- Other: _____

Adjustments:

Taxes, fuel, sewer and water charges, rents (if any) and other customary adjustments to be made at closing in accordance with the closing customs of the Bar Association of the county in which the Property is located.

Buyer Initial _____ Date _____ Seller Initial _____ Date _____

Assignment: Purchaser may assign the purchase and sale agreement (not applicable unless checked).
 Purchaser may not assign the purchase and sale agreement (not applicable unless checked).
 Other: _____

Expenses: Each party will pay its own legal fees in connection with the negotiation of a written purchase and sale agreement. Purchaser will pay the costs of any inspections, title search or survey obtained by Purchaser.
_____ will pay any brokerage commission which may be due _____ (seller broker) and _____ (buyer broker). Purchaser and Seller recognize _____ and _____ as the only real estate brokers or agents who brought about this transaction.

Other: _____

If the terms of this Letter of Intent are acceptable, please sign this letter in the space provided and return this letter to us by the close of business on _____, _____.

Very truly yours,

(Note: if a partnership all partners other than limited partners must sign; if a corporation an authorized officer must sign; if a limited liability company all members or an authorized member must sign.)

PURCHASER (printed name): _____

Signature: _____
General Partner/Duly Authorized Corporate Officer/Member/Individual

Address: _____

Date: _____

SELLER (printed name): _____

Signature: _____
General Partner/Duly Authorized Corporate Officer/Member/Individual

Address: _____

Date: _____