

*Sent via facsimile or e-mail*

Attn: \_\_\_\_\_  
Marcus & Millichap  
750 Battery Street, Suite 500  
San Francisco, California 94111  
Fax: (415) 296-7088  
Email: [bschofield@marcusmillichap.com](mailto:bschofield@marcusmillichap.com)  
[ejensen@marcusmillichap.com](mailto:ejensen@marcusmillichap.com)

**RE:** \_\_\_\_\_ (*the "Property"*)

This letter expresses Buyer's interest in purchasing the Property under the following terms and conditions:

**Buyer:** \_\_\_\_\_

**Buyer's  
Address:** \_\_\_\_\_  
\_\_\_\_\_

**Buyer's  
Phone/Fax:** \_\_\_\_\_

**Offer Price:** \_\_\_\_\_

**Earnest Money:** \$50,000 deposit due within two business days after the Effective Date of the Purchase Agreement. Upon removal of all Contingencies, Earnest Money shall be deemed non-refundable, but applicable towards Purchase Price.

**Escrow/Title:** Escrow shall be held with First American Title, Kansas City, MO.

**Inspection  
Period:** \_\_\_\_\_ days from Effective Date, which shall mean the date on which the latter of the parties executes a Purchase Agreement.

**Financing  
Period:** \_\_\_\_\_ days from Effective Date, which shall mean the date on which the latter of the parties executes a Purchase Agreement.

\_\_\_\_\_ No Financing Contingency – All Cash Transaction.

Buyer's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_

**Closing Date:**        \_\_\_ days after the Effective Date

**Closing Costs:**        Buyer and Seller shall pay per County Custom towards Closing Costs. Closing Costs include (but may not be limited to) transfer costs, owner's premium, search & exam, deed recording, and recording fees. Buyer and Seller shall each bear its own attorney expenses.

**Broker**

**Commission:**        Upon close of escrow, Seller shall pay a real estate commission pursuant to a separate agreement. Said commission shall be split equally Seller's Agent and Buyer's Agent.  
Seller's Agent is Marcus & Millichap.  
Buyer's Agent is \_\_\_\_\_

**1031 Exchange:**        If Buyer is completing an IRS 1031 Tax Deferred Exchange, Seller agrees to cooperate provided there is no cost or expense to Seller.

This Letter of Intent is contingent upon the Buyer and Seller executing a Purchase Agreement based upon the proposed terms and conditions.

**Please note that this Letter of Intent will be withdrawn if Buyer has not received your acknowledgment by \_\_\_\_\_ at 5:00 p.m. PST.**

It is understood and agreed that the foregoing constitutes a *Letter of Intent* setting forth the major business points from our discussions. It is further understood that neither party intends to create any contractual rights or obligations as a result of entering into this *Letter of Intent*. No binding agreement or rights or obligations shall arise as the result of executing this letter or with respect to the proposed transaction, unless and until a definitive Purchase Agreement is executed by both Buyer and Seller.

**Agreed and Accepted: Buyer**

**Agreed and Accepted: Seller**

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

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

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Buyer's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_