

LETTER OF INTENT TO LEASE

1 Landlord _____
2 Tenant _____
3 Premises Address _____
4 _____

5 This Letter of Intent to Lease (this "Letter of Intent") states the terms and conditions under which Tenant is interested in leasing the Premises (defined
6 below) from Landlord. This Letter of Intent is not intended to create any binding obligation, is not enforceable as a contract, and will not be the basis
7 for any claim by Landlord or Tenant, except as stated in Sections 1, 12, and 13 below.

8 **1. DUTY TO NEGOTIATE:** (*select if binding*) Within _____ calendar days (fifteen [15] if not filled in) after the mutual signing and delivery of this
9 Letter of Intent, the parties will attempt in good faith to reach agreement upon all of the terms and conditions of an agreement for the leasing of the
10 Premises. During that period, Landlord will not, directly or indirectly, solicit, entertain, discuss or accept any offers in connection with or enter into any
11 agreements with respect to the leasing of the Premises with any person or entity other than Tenant.

12 **2. PREMISES:** Tenant will lease _____ square feet, more or less, on the _____ floor of the Building, Suite # _____ (the "Premises").

13 **3. PERMITTED USE:** Tenant will use the Premises for _____.

14 **4. TERM AND EXTENSIONS:** Tenant will lease the Premises for an initial term of _____ years, commencing no later than (*insert date*)
15 _____, and will have _____ options to renew the Lease for _____ years (each).

16 **5. BASE RENT:** Beginning on (*select one*) (*insert date*) _____ the day Landlord delivers the Premises to Tenant, Tenant
17 will pay (*select one*) \$ _____ per square foot per year \$ _____ per month in base rent during the initial twelve (12) months.
18 The rent during subsequent lease years will (*select one*) remain the same escalate at the rate of _____ % per year escalate at a rate equal
19 to the CPI increase described in the Lease. During any extension term(s), the rent will escalate as described in the Lease.

20 **6. ADDITIONAL RENT:** Tenant will pay: (*select all that apply*)

21 (a) for the following separately-metered utilities directly to the providers (*describe*) _____
22 _____;

23 (b) Tenant's pro-rata share of the following utilities (*describe*) _____
24 _____;

25 (c) Tenant's pro-rata share of real property taxes, insurance, common area maintenance, utilities, and other charges;

26 (d) 1/12th of Landlord's estimate of such charges each month, reconciled periodically to actual charges;

27 (e) Base Year: _____ (*write in year or "none"*);

28 (f) No building expenses, this is a full service lease; and/or

29 (g) Other (*describe*) _____

30 Janitorial service will be provided by (*select one*) Landlord Tenant. Security will be provided by (*select one*) Landlord Tenant N/A.

31 **7. SECURITY DEPOSIT:** Upon execution of the Lease, Tenant will deliver to Landlord a security deposit in the amount of \$ _____.

32 **8. TENANT'S INSURANCE:** Before entering the Premises, Tenant will deliver to Landlord an ACORD 25 or 27 certificate of insurance evidencing a
33 (*select one*) One Million Dollars (\$1,000,000) Two Million Dollars (\$2,000,000) \$ _____ commercial general liability insurance
34 policy naming Landlord as additional insured.

35 **9. SIGNAGE:** Tenant (*select one*) may may not create signage satisfactory to Landlord and in accordance with local laws to be further described
36 in the Lease.

37 **10. TENANT IMPROVEMENTS:** Landlord will (*select one*) deliver the Premises in their current condition provide an allowance of \$ _____
38 for Tenant's construction of Tenant Improvements for the Premises buildout the Premises in accordance with plans and specifications agreed to

Tenant Initials _____ / _____

Landlord Initials _____ / _____

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39 by Landlord and Tenant Other _____
40 _____

41 **11. ADDITIONAL TERMS:** (*describe*) _____
42 _____
43 _____
44 _____

45 **12. EXPIRATION:** This Letter of Intent will expire if Landlord does not sign and return it within _____ calendar days (seven [7] if not filled in) after its
46 delivery.

47 **13. MARKETING ACTIVITIES:** Upon mutual signing and delivery of this Letter of Intent, (*select one*) Landlord will remove the Premises from the
48 market and cease all marketing efforts pending agreement on the Lease Landlord may continue to market the Premises until a Lease is executed.

49 Tenant _____ Date/Time _____ ←
50 Print _____

51 By signing below, Landlord: (*select one*)

- 52 (a) agrees to the binding provisions of this Letter of Intent;
53 (b) does not agree, but offers the attached counter to this Letter of Intent; or
54 (c) rejects this Letter of Intent.

55 Landlord _____ Date/Time _____ ←
56 Print _____

57 Tenant's Agent _____
58 Landlord's Agent _____