

LETTER OF INTENT

Joint Venture Development Agreement Sample

Re: _____

This letter shall serve as our proposal to re-develop the property located at 2566 York Avenue, Vancouver, BC. The following terms and conditions as outlined below are intended to serve as the framework for the purchase and sale agreement that is to be drafted by the Purchaser and executed by the Vendor and Purchaser both acting reasonably within 14 days of acceptance of this Letter of Intent:

1. Property and Assets

XXXXXXXXXXXX or Nominee (or affiliated companies or individuals) (the "Purchaser") proposes to purchase a 50% interest in the lands and building located at:

_____, legally described as Plan # _____;

(the "Property") together with all chattels in respect of the Property (collectively the "Assets") from _____ (the "Vendor").

2. Purchase Price

The purchase price for the Property and Assets is _____ Dollars (\$_____). The purchaser is required to pay any property purchase tax associated with this transaction.

3. Current use of the property

The property is currently divided into ___ legal suites generating approximately \$_____ per month, before expenses. The intent of the Purchaser and Vendor is to re-develop the property in accordance with the current rules pertaining to the RT-8 zoning of the site and obtain approval from the City of Vancouver _____.

4. Re-Development plans and expenses

The Purchaser and Vendor will jointly make all decisions relating to the re-development of the Property, including the hiring of architects, planners, consultants and the construction company. All costs will be shared equally and the parties will develop a formula in the event one party is unable to contribute to the construction costs. All revenue, net of expenses will be shared equally with the Vendor being responsible for managing all rental related issues.

The Purchaser will own an undivided interest in the _____ on the _____ side of the Property with the Vendor owning an undivided interest in the _____ on the _____ side of the Property.

It is the intention of both the Vendor and Purchaser to build to a high standard of finish commensurate with their lifestyles.

5. Deposits

The Purchaser shall provide a deposit of \$_____ Dollars (\$_____) within 24 hours of acceptance of this Letter of Intent and shall increase the deposit to a cumulative total of \$_____ Dollars (\$_____) upon the signing of a formal agreement. Both deposits shall become non-refundable but applicable to the Purchase Price.

6. Closing

Closing shall occur _____.

7. Transitional Provisions

From the date of signing this letter of intent to the date of signing the formal agreement, the Vendor shall keep the Purchaser informed of any material changes to the property or changes in tenancies.

8. Vendor to provide the following documents

The Vendor will provide to the Purchaser a fully executed Property Disclosure Statement which will form part of the formal agreement. The Vendor will also provide the Purchaser with copies of the ____ tenancy agreements together with copies of any service contracts.

9. Financing

The Vendor and Purchaser will jointly obtain financing and encumber the Property to a maximum of \$_____ to pay for the development.

10. Acceptance

This letter of intent agreement is open for acceptance until 5:00 p.m. Pacific Standard Time on _____th, 20____.

Dated by the Purchaser this _____ day of _____, 20____.

Per: _____
(Authorized Signatory)

Agreed and Accepted by the Vendor this _____ day of _____, 20____.

Per: _____
(Authorized Signatory)