



financing the places where  
people live and work

\_\_\_\_\_, 2011

Mr. Erik Robinson, Asset Manager  
Colorado Housing and Finance Authority  
1981 Blake Street  
Denver, CO 80202

P: 303.297.7435  
F: 303.297.0911  
erobinson@chfainfo.com

Re: \_\_\_\_\_ (the "Property")  
[Property Name]

1981 Blake Street  
Denver, CO 80202

Dear Mr. Robinson:

303.297.chfa (2432)

\_\_\_\_\_" ("Purchaser") is pleased to provide this Letter of Intent to Colorado Housing and Finance Authority or its applicable subsidiary ("Seller") regarding the sale of the above-referenced Property on the following terms and conditions:

800.877.chfa (2432)  
toll free

**Purchase Price**

303.297.7305  
tdd

The purchase price for the Property is \$\_\_\_\_\_, payable all cash at closing subject to proration of real estate taxes, utilities, rental, security deposits, and other appropriate items.

**Preparation of Purchase Contract**

Within fifteen (15) calendar days after execution hereof by Purchaser, Seller's counsel shall provide a draft of a proposed purchase and sale agreement ("Purchase Contract") to Purchaser, incorporating the terms of this Letter of Intent and other terms which shall be mutually acceptable. Seller and Purchaser shall negotiate in good faith to finalize the Purchase Contract if Purchaser elects to proceed with the transaction. In the event, however, that the Purchase Contract is not fully executed by Seller and Purchaser for any reason within fifteen (15) calendar days after delivery of the Purchase Contract to Purchaser (the "Purchase Contract Deadline"), this Letter of Intent shall be null and void and the parties shall have no further obligation hereunder.

**Earnest Money Deposit**

It is the intention of Seller and Purchaser that this Letter of Intent set forth the major terms upon which Seller would sell, and Purchaser would buy, the Property and to evidence the agreement of the parties to go forward with

colorado housing and finance authority

348 Main Street  
Grand Junction, CO 81501

970.241.2341

800.877.8450  
toll free



the negotiation, and, if applicable, execution of the Purchase Contract under which the closing of the sale contemplated herein will be consummated. Upon execution of the Purchase Contract as provided herein, Purchaser shall deposit the amount of \$ \_\_\_\_\_ into an escrow account with a title company of Seller's choice, and pursuant to escrow instructions, mutually acceptable to the parties. This deposit shall be refundable to Purchaser only if the sale does not close because a condition to Purchaser's obligation to close set forth in the Purchase Contract is not satisfied.

### **Title**

Seller shall convey to Purchaser insurable fee simple title to the Property by special warranty deed and shall provide a standard ALTA survey and owner's policy of title insurance. Any extended coverage and endorsements to the standard title policy shall be paid for by Purchaser.

### **Closing Date**

The Closing Date shall be within thirty (30) days after end of the Due Diligence Period (as defined below), unless extended by mutual agreement of the parties. The Closing Date will not be contingent upon the formation of any entity as the ultimate buyer of the Property.

### **Closing Costs**

Seller shall pay the costs for the standard title insurance policy and one-half of customary closing costs. Purchaser shall pay all loan fees, recording, documentary and transfer fees, appraisal, engineering and environmental reports, or feasibility study which it may obtain, and the costs for additional title insurance coverage or endorsements. Each party shall pay its own attorney's fees and costs. This allocation of costs applies to the sale only and all costs associated with any loan to be obtained shall be paid by Purchaser.

### **Due Diligence Period**

Seller shall have seven (7) calendar days after the execution of the Purchase Contract by the Purchaser in which to provide the due diligence material to Purchaser (the "Due Diligence Materials"). Purchaser and its lender shall have \_\_\_\_\_ (\_\_\_) calendar days following the execution of the Purchase and Sale Contract by Purchaser ("Due Diligence Period") to investigate the Property in order to satisfy its criteria regarding acquisition of the Property on the terms contemplated herein and to obtain financing, if needed. Upon execution hereof by the parties, Seller shall, in good faith, endeavor to expeditiously provide all information reasonably requested by Purchaser and in Seller's possession, based on Seller's actual knowledge and belief. Purchaser shall have reasonable access to the Property in order to conduct onsite inspections; provided, however, that no drilling or other ground penetrations or physical sampling in any buildings shall be done



without Seller's written consent. Purchaser shall purchase the Property from Seller in an "as is" condition without representation, warranty, or indemnification as to condition and Seller shall have no liability to Purchaser whatsoever due to the condition of the Property. Any information generated by, or on behalf of, Purchaser in connection with its due diligence investigation of the Property will be made available to the Seller without cost to Seller. Purchaser has executed a Confidential Agreement Between Seller and Recipient With Brokerage Relationship Disclosure, dated \_\_\_\_\_ (the "Confidentiality Agreement"), containing Purchaser's confidentiality obligations with regard to the information related to the Property.

#### **Back-up Offers**

Seller shall have the right to continue to market the Property and enter into "back-up" letters of intent or purchase contracts, provided they are made subject and subordinate to this Letter of Intent and any Purchase Contract executed hereunder.

#### **Approvals**

Seller's obligation to execute the Purchase Contract shall be conditioned upon the approval of Seller's Board of Directors.

#### **Assignment**

This Letter of Intent and the Purchase Contract, if executed, may be assigned by Purchaser only with the prior written consent of Seller, which shall not be unreasonably withheld. Seller shall consider a request for an assignment only upon satisfaction of the following conditions precedent: (a) Purchaser must notify Seller in writing of its request to assign its interest under this Letter of Intent, (b) Purchaser must provide Seller with all information regarding the proposed Assignee which Seller may reasonably request; and (c) Assignee must execute an assignment in form and substance satisfactory to Seller. In no event shall Seller consent to an assignment that has the effect of extending either the Due Diligence Period under this Letter of Intent or the Closing Date under the Purchase Contract. Any assignment consented to by Seller must be completed not less than three (3) business days prior to the earlier to occur of: (i) the end of the Due Diligence Period if the Letter of Intent is assigned, or (ii) the Closing Date if the Purchase Contract is assigned.

#### **Non-binding Nature of Provisions**

The provisions of this letter create no contractual obligation on the part of either party, but merely state a framework pursuant to which Buyer may consider negotiating and executing a Purchase Contract with Seller. This letter will be superseded by the terms of any written Purchase Contract executed by the parties hereto.



**Termination of Offer**

Seller's offer to go forward with the sale transaction as provided herein shall expire and this Letter of Intent shall be null and void unless it is executed by Purchaser and returned to the undersigned on or before 5:00pm. **(MS[D]T)** on \_\_\_\_\_.

Very truly yours,

\_\_\_\_\_

By:

Name:

Title:

Accepted and agreed to this \_\_\_\_ day of \_\_\_\_\_, 2011.

Colorado Housing and Finance Authority  
[\_\_\_\_\_ Corporation]

By: \_\_\_\_\_  
Charles L. Borgman, General Counsel  
[Charles L. Borgman, Assistant Secretary]