

# Paul E. Stansen

A Professional Corporation  
Broker Licensed in California & Colorado

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**PESAPC@STANSEN.com**

August 1, 2022

SAMPLE LEASE PROPOSAL

**LESSEE / TENANT SALES AGENT**

NAME, Cal DRE# \*\*\*\*\*

Brokerage Name + license

Address

Bakersfield, CA 93309

EMAIL Address: \_\_\_\_\_

Office: 661-\*\*\*-\*\*\*\*; Cell: 661-\*\*\*-\*\*\*\*

RE: **LETTER OF INTEREST** – COLONIAL SQUARE / LEASE PROPOSAL  
\_\_\_\_\_ – TENANT / LESSEE

Dear \*\*\*\*\*,

Thanks greatly for your client's interest in Colonial Square.

Importantly, Colonial Square was purchased by a new owner, SRK INVESTMENT, INC., at the end of **June 2022**. SRK is already making improvements to the property to ensure it attracts clients for all of its tenants.

**THIS PROPOSAL IS INTENDED SOLELY AS A PRELIMINARY EXPRESSION OF GENERAL INTENTIONS AND IS TO BE USED FOR DISCUSSION PURPOSES ONLY. THE PARTIES AGREE THAT THIS PROPOSAL IS NOT INTENDED TO CREATE ANY AGREEMENT OR OBLIGATION BY EITHER PARTY TO NEGOTIATE A DEFINITIVE LEASE AGREEMENT AND IMPOSES NO DUTY ON EITHER PARTY TO CONTINUE NEGOTIATIONS. THE PARTIES INTEND THAT NEITHER SHALL HAVE ANY CONTRACTUAL OBLIGATIONS TO THE OTHER WITH RESPECT TO THE MATTERS REFERRED HEREIN UNLESS AND UNTIL A DEFINITIVE LEASE AGREEMENT HAS BEEN FULLY EXECUTED AND DELIVERED BY THE PARTIES. PRIOR TO DELIVERY OF A DEFINITIVE EXECUTED AGREEMENT, AND WITHOUT ANY LIABILITY TO THE OTHER PARTY, EITHER PARTY MAY (1) PROPOSE DIFFERENT TERMS FROM THOSE SUMMARIZED HEREIN, (2) ENTER INTO NEGOTIATIONS WITH OTHER PARTIES, AND/OR (3) UNILATERALLY TERMINATE ALL NEGOTIATIONS WITH THE OTHER PARTY HERETO. NOTWITHSTANDING ANY PAST, PRESENT OR FUTURE WRITTEN OR ORAL INDICATIONS OF ASSENT OR INDICATIONS OF RESULTS OF NEGOTIATION OR AGREEMENT TO SOME OR ALL MATTERS THEN UNDER NEGOTIATION, IT IS AGREED THAT NEITHER PARTY WILL BE UNDER ANY LEGAL OBLIGATION BASED ON THIS LETTER OR ANY SUCH WRITTEN OR ORAL INDICATIONS, NEGOTIATIONS AND/OR AGREEMENTS UNLESS AND UNTIL A DEFINITIVE AGREEMENT HAS BEEN FULLY EXECUTED AND DELIVERED BY ALL PARTIES INTENDED TO BE OBLIGATED. IT IS ALSO UNDERSTOOD THAT EITHER PARTY MAY WITHDRAW FROM NEGOTIATIONS AT ANY TIME FOR ANY REASON PRIOR TO THE TIME WHICH A FULLY EXECUTED PURCHASE AND SALE AGREEMENT HAS BEEN DELIVERED TO ESCROW.**

SRK INVESTMENT, INC. is looking for a committed prospective tenant that is financially capable and profitable in his/her/they respective business.

The following sets forth the terms under which SRK INVESTMENT, INC. would consider leasing space to your client.

**Page 1 of 2**

**CONFIDENTIALITY NOTICE:** This communication (including attachments) is covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521, and is confidential and may be legally privileged. If you are not the intended recipient, you are hereby notified that any retention, dissemination, distribution, or copying of this communication is strictly prohibited. Please reply to sender that you have received the message in error, and delete this communication. Nothing contained herein shall be construed as an admission of any fact or a waiver of any right, privilege, or defense available to my client/s, all of which said things are hereby expressly reserved.

**IRS Circular 230 Tax Advice Disclaimer:** IRS CIRCULAR 230 DISCLOSURE: To ensure compliance with Treasury Department regulations, we inform you that any U.S. federal tax advice contained in this correspondence (including any attachments) is not intended to be used, and cannot be used, for the purpose of (i) avoiding penalties that may be imposed under the U.S. Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

The following are recommended acceptable terms

- 1 **Premises:** 5115 Ming Avenue, Bakersfield - 1,360 SF = 4.44% of total Property leasable space  
2 **Lessor:** SRK INVESTMENT, INC.  
3 **Lessee Name:** ID:  
4 **Commencement Date:** Start/End Dates  
5 **Early Occupancy:** If required/requested  
6 **Term:** Three (3) Years or Five (5) Years  
7 **Option:** Two 2-Year Options at Fair Market Rent but not less than 103% of last RENT  
8 **Base Rent:** TWO (2) MONTHS FREE; Max Annual Increases of 103% of Last Paid Rent  
Year 1 One – Rent @ \$1.65 PSF - \$2,244 per month  
Year 2 Two – Rent @ \$1.70 PSF - \$2,312 per month  
Year 3 Three – Rent @ \$1.75 PSF - \$2,380 per month  
9 **NNN:** this is a triple net lease - Lessee to pay Taxes, Insurance, CAMS on prorata basis  
10 **Security Deposit:** Equivalent of 2x first month's base rent  
11 **Total Due at Execution:** Security Deposit + First Month's rent  
12 **Condition of Premises:** Lessor to deliver Premises in good working order including all electrical, plumbing, and HVAC systems  
13 **Tenant Improvement Allowance:** Submit any request noting that any allowance is contingent upon one or more personal guarantees on Lease, mutually acceptable Lease terms, all tenant improvements to be permitted as required by controlling governmental agencies and must be constructed by California licensed Contractor (whose name, CSLB # to be provide by Lessee to Lessor, property to be kept lien free. A much more detailed explanation of Lessee's responsibilities will be set forth in Lease.  
14 **Use:** Here:  
15 **Signage:** A Sign Criteria Exhibit prepared / attached to Lease. More generally, Lessee shall have the right to install signage in a manner consistent with other tenants in the building, including monument signage, building directory listing, and Premises entry. The creation, installation, and maintenance of signage desired by Tenant shall be Tenant's responsibility subject to Landlord's written review and approval which shall not be unreasonably withheld. There will be  
16 **Brokerage:** Paul E Stansen APC represents Lessor and \_\_\_\_\_ represents Tenant (collectively, the "Brokers"). Lessor shall pay a licensed Broker a co-op 2.5% commission of the aggregate rent but no commission on any negotiated lease renewal or extensions.  
17 **Needed / Requested Documentation:**  
(i) Lease Application (attached)  
(ii) Last 2 years personal (1040) tax returns (all pages; all schedules; 2021 and 2020)  
(iii) Most recent 2 months bank statements (all pages)  
(iv) Fictitious business name statement (FBNS) if an ongoing business  
(v) A Signed / Dated affirmative statement about how long tenant has been in business

Lessor is committed to working with prospective Lessee to strike a mutually acceptable lease arrangement. Lessee should determine how best to complete this Lease Proposal then sign and submit it to Lessor along with the #17 documentation by uploading it here: <https://stansen.com/contact/>

We hope we can advance with this transaction to a draft Lease. Please call with any questions you have.

Sincerely,

**Paul E Stansen**, DRE #00923138 Broker  
Paul E Stansen, APC SBN CA #165037 Attorney  
C 818-512-1715 • [PESAPC@STANSEN.COM](mailto:PESAPC@STANSEN.COM)

**APPROVED** by Lessor:

**APPROVED** by Prospective Lessee:

SRK Investment, Inc.  
**HARSHAD PANCHAL**, President