

# Paul E. Stansen

A Professional Corporation  
Broker Licensed in California & Colorado

**STANSEN.com**

26500 Agoura Road # 545, Calabasas, California 91302  
1187 Coast Village Road # 1-701, Montecito, CA 93108

**PESAPC@STANSEN.com**

DATE: xx / xx / 2024

**SAMPLE LEASE PROPOSAL**

**LESSEE / AGENT REPRESENTING LESSEE**

**NAME** dba XXX  
XXX  
Bakersfield, CA 93311

EMAIL Address: XXX  
  
(xxx) xxxx

RE: **LETTER OF INTEREST** – COLONIAL SQUARE / 5145 Ming Ave, Bakersfield, CA 93309  
Lessee Name dba XXX– TENANT / LESSEE

Dear SRK INVESTMENT, INC.

The undersigned is interested in leasing space within Colonial Square – specifically, unit **XXXX**.

**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. Importantly, lessee requires documentation that will help it make informed decisions about this leasehold interest.

➔ The following are jointly negotiated lease terms:

- 1 **Premises:** XXX Ming Avenue, Bakersfield - 2,352 SF = 5.70% of total Property leasable space
- 2 **Lessor:** SRK INVESTMENT, INC.
- 3 **Lessee Name:** NAME dba XXX
- 4 **Commencement Date:** April 1, 2024 to March 31, 2029
- 5 **Occupancy:** April 1, 2029
- 6 **Term:** Five (5) Years
- 7 **Option:** TWO 5-Year Options at Fair Market Rent but not less than 105% of last RENT

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**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.

- 8 **Base Rent:** Max Annual Increases of 105% of Last Paid Rent  
Year 1 One – Base Rent @ **\$1.65** PSF - **\$3,880.80** per month + NNNs  
Year 2 Two – Base Rent @ **\$1.7325** PSF - **\$4,074.84** per month + NNNs  
Year 3 Three – Base Rent @ **\$1.8191** PSF - **\$4,278.52** per month + NNNs  
Year 4 Four– Base Rent @ **\$1.9100** PSF - **\$4,492.32** per month + NNNs  
Year 5 Five– Base Rent @ **\$2.0056** PSF - **\$4,717.17** per month + NNNs
- 9 **NNN:** This is a **triple net lease** – in addition to Base Rent:  
Lessee to pay prorata portion of Taxes, Insurance, Common Area Maintenance  
In Calendar Year **2023**, **NNNs are billed at 75¢ PSF x 2,352 SF = \$1,764.00 per month**  
Year End Reconciliation done in January of following year
- 10 **Security Deposit:** **Equivalent of 2x first month's base rent (not +NNNs) = \$7,761.60**
- 11 **Total Due at Execution:** **Security Deposit + First Month's rent = \$11,642.40**
- 12 **Condition of Premises:** **Lessor** to deliver Premises in good working order including all electrical, plumbing, and HVAC systems.
- 13 **Tenant Improvement Allowance:** NONE or Lessee requests Lessor to provide a tenant improvement allowance not to exceed **\$XXX PSF** contingent upon personal guarantee of Lease performance by LESSEE. All tenant improvements to be 'permitted' as required by controlling governmental agencies and must be constructed by California licensed Contractor. Property to be kept lien free. Lessee to provide Lessor with Contractor's contact information including email and phone number. Lessor shall reimburse Lessee as work is "verified completed" (Property Management to inspect). See Lease Agreement for more specific information relating to conditions surrounding any approved TI Allowance and Lessor contributions and/or payment/s.
- 14 **Legal Use of Premises:** **DESCRIPTION shall be attached to Lease Agreement.**
- 15 **Signage:** A **Sign Criteria Exhibit** will be prepared / attached to the Lease Agreement. 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.
- 16 **Brokerage:** Paul E Stansen APC exclusively represents Lessor. Lessee **is/is not** represented by a real estate broker. If not, this transaction shall be considered a principal-to-principal negotiation. Lessee is encouraged to engage real estate representation from an attorney or other professional. **Initial:**
- 17 **Rent Abatement:** **If any, subject to negotiation and written mutual agreement.**
- 18 **Needed / Requested Documentation:**  
(i) **Lease Application** (attached) dated and signed  
(ii) **Last 3 years personal** (1040) tax returns (**all pages; all schedules** 2023, 2022, 2021)  
(iii) Most recent 2 months bank statements (all pages), personal and business  
(iv) Most recent YTD profit & loss statement and balance sheet (if an ongoing business)  
(v) Fictitious business name statement (FBNS) if an ongoing business  
(vi) Color Front and Back sides of current **driver's license for all signing Lessees**  
(vii) 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 can determine how to complete this Lease Proposal then sign / submit it to Lessor along with needed financial documentation <https://stansen.com/colonialsquare/>. Upload: <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

**APPROVED** by Lessor:

**APPROVED** by Prospective Lessee:

SRK Investment, Inc.  
XXXX, President

DBA XXX  
**NAME**, Title