

# Paul E. Stansen

A Professional Corporation  
Broker Licensed in California & Colorado

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**PESAPC@STANSEN.com**

DATE: xx / xx / 2023

## 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.

I am interested in leasing space within Colonial Square – specifically, unit **5145**.

**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:** 5115 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:** January 1, 2023 to December 31, 2028
- 5 **Occupancy:** January 1, 2023
- 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 68¢ PSF x 2,352 SF = \$1,599.36 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:** Lessor to provide Lessee a tenant improvement allowance not to exceed **\$XXX** 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). Lessee to provide Lessor with contractor's invoice after which Lessor's property manager will issue a check. A more detailed explanation of Lessee's responsibilities will be set forth in Lease Agreement.
- 14 **Legal Use of Premises:** **DESCRIPTION**
- 15 **Signage:** A **Sign Criteria Exhibit** will be prepared / attached to the 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.
- 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:** **Subject to negotiation.**
- 18 **Needed / Requested Documentation:**  
(i) **Lease Application** (attached) dated and signed  
(ii) **Last 2 years personal** (1040) tax returns (**all pages; all schedules**; 2022 and 2021 and 2022)  
(iii) Most recent 2 months bank statements (all pages)  
(iv) Current year profit & loss statement and balance sheet if an ongoing business  
(v) Fictitious business name statement (FBNS) if an ongoing business  
(vi) Front and Back sides of current **driver's license**  
(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  
C 818-512-1715 • [PESAPC@STANSEN.COM](mailto:PESAPC@STANSEN.COM)

**APPROVED** by Lessor:

**APPROVED** by Prospective Lessee:

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

DBA XXX  
**NAME**, Title

**COLONIAL SQUARE**  
**5101-5153 Ming Ave, Bakersfield, CA 93309**

**COMMERCIAL LEASE APPLICATION**

**Landlord / Lessor:** \_\_\_\_\_

**Location of Leased Premises:** \_\_\_\_\_

Space #: \_\_\_\_\_ Square Feet: \_\_\_\_\_

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**Complete Legal Name to Appear on Lease:** \_\_\_\_\_

Corporation: \_\_\_\_\_ LLC: \_\_\_\_\_ Partnership: \_\_\_\_\_ LLP: \_\_\_\_\_ Sole Proprietor: \_\_\_\_\_ Non-Profit: \_\_\_\_\_

Other (explain): \_\_\_\_\_ State in Which Entity Formed: \_\_\_\_\_

Year Formed: \_\_\_\_\_ Federal Tax Payer Identification No: \_\_\_\_\_

D/B/A to Appear on Lease: \_\_\_\_\_

Main Address or Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address for Notices & Billing: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**Current Business Name** (If Differs from Legal Name for This Application): \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Business Fax: \_\_\_\_\_ Yrs. in Business: \_\_\_\_\_

**Name of Person(s) Who Will Sign Lease:**

Person 1: \_\_\_\_\_ Title: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_ State of Issuance: \_\_\_\_\_

Married (check): \_\_\_\_\_ Single (check): \_\_\_\_\_ Spouse's Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Person 2: \_\_\_\_\_ Title: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_ State of Issuance: \_\_\_\_\_

Married (check): \_\_\_\_\_ Single (check): \_\_\_\_\_ Spouse's Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Other Business Locations:**

Location 1: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Location 2: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**Names of Person(s) who will Guarantee Lease:**

Person 1: \_\_\_\_\_ Title: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Driver's License Number: \_\_\_\_\_ State of Issuance: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Person 2: \_\_\_\_\_ Title: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Driver's License Number: \_\_\_\_\_ State of Issuance: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Credit References (Business / Personal):**

Name: \_\_\_\_\_ (circle one): Business Personal  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Name: \_\_\_\_\_ (circle one): Business Personal  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Name: \_\_\_\_\_ (circle one): Business Personal  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Name: \_\_\_\_\_ (circle one): Business Personal  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**Bank References (Checking / Savings Accounts):**

Name: \_\_\_\_\_ Account Type: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Account Number: \_\_\_\_\_

Name: \_\_\_\_\_ Account Type: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Account Number: \_\_\_\_\_

**Credit Card Information:**

Issuer: \_\_\_\_\_ Card Number: \_\_\_\_\_  
Approximate Balance: \$ \_\_\_\_\_ Payments: \$ \_\_\_\_\_

Issuer: \_\_\_\_\_ Card Number: \_\_\_\_\_  
Approximate Balance: \$ \_\_\_\_\_ Payments: \$ \_\_\_\_\_

Issuer: \_\_\_\_\_ Card Number: \_\_\_\_\_  
Approximate Balance: \$ \_\_\_\_\_ Payments: \$ \_\_\_\_\_

**Other Creditors Not Already Listed (Auto Loans / Mortgages, Etc):**

Creditor Name: \_\_\_\_\_ Type of Loan: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Account Number: \_\_\_\_\_ Balance: \$ \_\_\_\_\_ Monthly Payment: \_\_\_\_\_

Creditor Name: \_\_\_\_\_ Type of Loan: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Account Number: \_\_\_\_\_ Balance: \$ \_\_\_\_\_ Monthly Payment: \_\_\_\_\_

Creditor Name: \_\_\_\_\_ Type of Loan: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Account Number: \_\_\_\_\_ Balance: \$ \_\_\_\_\_ Monthly Payment: \_\_\_\_\_

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**ADDITIONAL COMMENTS:**

**ATTACH COPIES OF THE FOLLOWING DOCUMENTATION AS APPLICABLE:**

**Check Attached Items or Mark N/A**

- 1) Applicant's Current Balance Sheet and Income Statement \_\_\_\_\_
- 2) Applicant's most recent two years' Federal Tax Returns \_\_\_\_\_
- 3) Personal Financial Statement (see attached form) \_\_\_\_\_
- 4) Guarantor's most recent two years' Federal Tax Returns \_\_\_\_\_
- 5) Credit Check Authorization (see attached form) \_\_\_\_\_
- 6) **Front and Back sides of current driver's license** \_\_\_\_\_

**CONDITIONS AND INFORMATION**

The completion of this application by Applicant(s) ("Tenant") and the acceptance of this application by Creditor ("Landlord") creates no obligation of Landlord to approve the application or enter into a lease with Tenant.

By completing this application, Applicant(s) do hereby give full consent to Landlord, and \_\_\_\_\_, its agents or associates to have access and obtain information on its present and past history and any information relating to same.

This application is to be used for the purpose of establishing Applicant's current and past credit position and financial credibility and is for the use and review only by those owner(s) and representative(s) of the property Applicant is interested in leasing.

A Credit Check Authorization Form (see attached) is required, in addition to this application, if the prospective Tenant is an individual or if a Guarantor is coupled with the proposed lease. At the time of completion of this application, a Credit Check Authorization is \_\_\_\_\_ or is not \_\_\_\_\_ required. Landlord reserves the, right after reviewing the initial application, to later require the completion of a Credit Check Authorization Form if a Guarantor becomes a requirement of the lease.

The confidentiality of the information being furnished by Applicant will be preserved except where disclosure of this information is required by applicable law or for the purposes of evaluating this proposed transaction.

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**LANDLORD USE ONLY**

Annual Costs:

Rent: \$ \_\_\_\_\_ CAM: \$ \_\_\_\_\_ RET: \$ \_\_\_\_\_ Other: \_\_\_\_\_

## Credit Check Authorization

I/We the undersigned hereby authorize \_\_\_\_\_, and/or any of its affiliates, partners, subsidiaries, employees or designees (hereinafter collectively referred to as "Landlord"), to make any credit inquiries that Landlord may deem necessary in connection with my/our lease application. This authorization also applies to inquiries regarding employment history, bank accounts, and follow-up credit inquiries/checks that Landlord may deem necessary now or in the future, in connection with the tenancy contemplated.

### **Applicant**

### **Spouse (If Applicable)**

\_\_\_\_\_  
(Print company name, if applicable)

\_\_\_\_\_  
(Print company position held, if applicable)

By: \_\_\_\_\_  
(Signature)

Print Full  
Legal Name \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Print Full  
Legal Name \_\_\_\_\_

Its: \_\_\_\_\_  
(Print company position held, if applicable)

Its: \_\_\_\_\_  
(Print company position held, if applicable)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, ZIP

\_\_\_\_\_  
City, State, ZIP

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Driver's License Number

\_\_\_\_\_  
Driver's License Number

\_\_\_\_\_  
FEIN or Social Security Number  
*(Attach copy of Social Security Card)*

\_\_\_\_\_  
FEIN or Social Security Number  
*(Attach copy of Social Security Card)*

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

# Personal Financial Statement

Name: \_\_\_\_\_

Statement of Financial Conditions as of: \_\_\_\_\_

## Balance Sheet (attach additional schedule as needed)

<i>Assets</i>	<i>Dollars</i>	<i>Jt*</i>	<i>Liabilities</i>	<i>Dollars</i>	<i>Jt*</i>
Cash and Short-term Investments (Schedule A)			Outstanding Credit Cards Balances		
Stocks & Bonds (readily marketable) (Schedule B)			Taxes Payable		
Unlisted Securities (Schedule C)			Policy Loan (Life Insurance) (Schedule D)		
Notes Receivable & Accounts Receivable			Mortgage & Obligations Due (Schedules F & G)		
Cash Surrender Value-Life Insurance (Schedule D)			Notes & Accounts Payable (Schedule H)		
General/Ltd. Partnership Interests (Schedule E)			Other Liabilities (list):		
Retirement Accounts					
Personal Property					
Automobiles					
Real Estate-Personal Residences (Schedule F)					
Real Estate-Investments (Schedule G)					
Direct & Partnership Interests (Schedule H)					
Other Assets (list):					
<b>TOTAL ASSETS</b>			<b>TOTAL LIABILITIES</b>		
			<b>NET WORTH (total assets - total liabilities)</b>		

## Income Statement

<i>Annual Income</i>	<i>Applicant</i>	<i>Co-App.</i>	<i>Annual Expenses</i>	<i>Applicant</i>	<i>Co-App.</i>
Salary			Home Mortgage (Principal & Interest)		
Bonus and Commissions			Loan Payments (including other R/E)		
Interest and Dividends			Income Tax (State & Federal)		
Alimony, Separate Maintenance, Child Support**			Planned or Required Investments		
Capital Gains			General Living Expenses		
Real Estate Income			Other Expenses (list):		
Other Income (list):					
<b>GROSS INCOME</b>			<b>TOTAL EXPENSES</b>		

\*Please check if jointly held.

\*\*Alimony, separate maintenance, and/or child support income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.

Applicant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Co-Applicant Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# Personal Financial Statement

## Schedule A: Cash & Short-term Investments (certificates of deposit, commercial paper, money market funds, etc.)

Name of Institution	Savings Accts (\$ amount)	Checking Accts (\$ amount)	Other Short-term Investments (type and \$ amount)	Total	

## Schedule B: Stocks and Bonds (include U.S. Government and Marketable Securities)

Name of Shares or Face Value (Bonds)	Description	Market Value	Margin? (Y/N)	Restricted? (Y/N)	

## Schedule C: Unlisted Securities

Name of Security	Description	Market Value	

## Schedule D: Life Insurance Carried (include individual and group insurance)

Name of insurance company	Owner of Policy	Beneficiary	Face Value	Policy Loans	Cash Surrender Value	

## Schedule E: General/Ltd. Partnership Interests

Name of company	Type of business	State of Incorporation	% Ownership	Value of Ownership Interest

## Schedule F: Real Estate Personal Residences

Property Address	Value	Mortgage Payable

## Schedule G: Real Estate Investments

Property Address	Value	Mortgage Payable	Annual Cash Flow

## Schedule H: Direct & Partnership Interests

Name of company	Type of business	State of Incorporation	% Ownership	Value of Ownership Interest