**Example one**

(The following three pages) **Shows a little more simple design.**

and

**Shows more detail, for**

**The 2nd example one**

 **Class “A” office space.**

**Example one**

Date

*Landlord Rep*
Leasing Representative

 ***RE: Request for Proposal for Tenant - Property***

Dear :

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has been exclusively authorized to represent ***­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*** (Tenant) in its search for office space. Please respond to this Request for Proposal by close of business \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

***Landlord:***

***Tenant:***

***Premises & Address:***

***Size:*** Approximately \_\_\_\_\_\_\_\_ rentable square feet.

***Conversion Factor:*** Please define the conversion factor for the building.

***Term:***

***Commencement:***

***Expansion Options:*** Please describe any contiguous expansion options available.

***Option to Renew:*** Please address the Tenant’s interest in having the option to renew the lease term for an additional three years.

***Rental Rate:*** Please address the rental rate and specify if the rate includes all Building services. If there are services not included in the rental rate please identify and provide an estimate of the annual cost.

***Escalations:*** Please define method of rent escalation including any limitations or caps on increases.

***Operating Expenses/Taxes:*** Please describe the estimated operating expense and tax costs for the Base Year and any expenses that will be Tenant’s responsibility. The operating expense and tax assessments shall be adjusted to reflect a 100% building occupancy. Normal operating expense exclusions shall apply. Please provide a three year history of actual operating expenses.

***Services:*** Please describe the following:

* Building hours of operation (include after hour costs)-
* Electrical wattage allowance-
* Janitorial details-
* Security details-
* Back up/Redundancy capabilities-

***Concessions:*** Please submit your proposed approach to any concessions (cash allowance, free rent, moving allowance, cabling allowance, etc.) available to Tenant.

***Tenant Improvements:*** Landlord will turnkey the premises based on a mutually agreed upon plan.

***Parking:*** Please outline the parking ratio, options and cost of the parking for the building.

***Storage Space:*** Please specify the amount and location of storage space for the building. Identify the amount available to Tenant, the location of the space and the proposed terms.

***Telecommunications/***

***Satellite Dish:*** Please describe telecommunications capabilities in the building, any fiber loops, and what carriers are available. Tenant may have the need to install and maintain communications equipment or satellite dishes for Tenant’s communications and data transmission network. Please confirm that such need could be accommodated and identify any associated costs.

***Building and***

***Area Amenities:*** Please describe specific building amenities (i.e. conference room, health club, sundry shop, etc.) as well as any other amenities in the vicinity of the building.

***Compliance:*** Please confirm that Landlord, at Landlord’s sole cost and expense, will be responsible for maintaining a fully compliant building for all local, state, and federal regulations and codes.

***Representation:*** In accordance with \_\_STATE\_\_ Real Estate Disclosure Law, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is representing the Tenant, \_\_\_tenant name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. \_\_\_\_\_Landlord rep\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is representing the Landlord. Both shall be paid a commission by the Landlord per a separate agreement.

It is expressly understood that this letter is not binding on the Landlord or Tenant and that the contemplated Lease when executed shall contain the full agreement between the parties.

We look forward to your response no later than 5:00 p.m. on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,20\_\_. Please call me at \_\_\_\_\_\_\_\_\_\_\_\_\_\_ if you have questions.

Sincerely,

**The 2nd example one**

**REQUEST FOR PROPOSAL**

|  |
| --- |
| **BUILDING/Contact INFORMATION** |
| Building Name: |  |
| Person to Contact: |  |
| Company: |  |
| Address: |  |
| City/State/Zip: |  |

|  |
| --- |
| **SECTION A: PHYSICAL CHARACTERISTICS** |
| Building Size: \_\_\_\_\_ Year Built: \_\_\_\_\_ # of Floors: \_\_\_\_\_Available Square Feet: \_\_\_\_\_ Max Contiguous Sq. Ft. Avail. \_\_\_\_\_ Floor Size: \_\_\_\_\_ |
| **TERMS:** | **TENANT REQUIREMENTS:** | **EXISTING/PLANNED CONDITIONS:** |
| Load Factor: | Define Rentable Square Feet (RSF) and Usable Square Feet (USF) for your Building.Conversion factors shall be the same and consistent with the Building Owner and Manager’s Associations International Standard Method of Floor Measurement (BOMA) | Method of Calculation:BOMA: Yes\_\_ No\_\_Other: Yes\_\_ No\_\_Single Tenant: \_\_\_\_\_\_\_\_%Multi-Tenant \_\_\_\_\_\_\_\_%Comments:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Parking: | \_\_\_\_\_ spaces per 1,000 RSFProvide site plan indicating extent of parking facilities | Ratio: 1:\_\_\_\_\_\_ PRSF 1:\_\_\_\_\_\_ CoveredReserved Spaces:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Comments:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| Security: | Address the overall security program for the Building and parking areas. Also note if a tenant card key system can be used to control access to Tenant area and secured areas. | 24 hr. guard Yes\_\_ No\_\_After hours patrols: Yes\_\_ No\_\_Card Key System: Yes\_\_ No\_\_Security Cameras: Yes\_\_ No\_\_Parking Areas: Yes\_\_ No\_\_Other: Yes\_\_ No\_\_Comments:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| Janitorial Services/Maintenance: | Please describe the janitorial and property maintenance services at your Building. | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Normal Business Hours:HVAC/Power:After Hours HVAC charges: | Tenant requires:7 AM to 6 PM Monday-Friday; 8 AM to 1 PM SaturdayPlease specify electrical capacity/limitation to the Building as well as watts PSF allowed for the Tenant.Please specify air conditioning capacity and zoning per floor.  | Comments:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Cost/HR/Zone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Cost/HR/Floor:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Amenities: | Please address the amenities in close proximity to and in your Building including ATMs, food service, banking, travel agencies, cleaners, concierge, postal services, child care, etc. | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Freight Elevator: | One dedicated freight elevator and one padded passenger elevator after hours during construction and move in. | # of Service Elevators:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Location:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Capacity:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Comments:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Ownership: | Provide information regarding the commercial real estate experience of both owner and management and other holdings which may be noteworthy to the Tenant. | Owner:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Ownership Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Management:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Management Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Comments:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **PLEASE PROVIDE THE FOLLOWING:** |
| 1. 8½” X 11” site plan, illustrating locations for parking areas.
2. 1/8” scaled plan of space, including any “as built” plans.
3. Marketing brochure, color rendering or photo of Building.
4. Location and access maps showing ingress/egress, etc.
5. Legal property description.
6. Lease form and related exhibits.
7. Executed Commission Agreement – see attached
 |  **Availability**1. Site Plan Yes\_\_ No\_\_2. Site Scaled Plan Yes\_\_ No\_\_3. Brochure/Photo Yes\_\_ No\_\_4. Location Map: Yes\_\_ No\_\_5. Legal Description Yes\_\_ No\_\_6. Lease Form Yes\_\_ No\_\_7. Commission Agreement Yes\_\_ No\_\_  |
| **SECTION B: TENANT REQUIREMENTS** |
| **TERMS:** | **TENANT PROPOSED:** | **LANDLORD RESPONSE:** |
| Commencement Date: | Tenant requires an occupancy date of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Term(s) of Lease: | Tenant requires a three (3) year lease term with a cancellation option after the first (1st) year. | Terms: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Area: | Approx. 1,500 USF. Final square footage subject to space programming and planning | RSF: \_\_\_\_\_\_\_\_\_\_\_\_\_\_USF: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Location: | Please specify the location within your Building which best fits our requirements. Attach floor plan. | Floor(s):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Rental Rate: | Please propose your rental rate. If not full service, what additional costs may the Tenant expect to incur and in what approximate amounts per square foot? | \_\_\_\_ Year basis: $\_\_\_\_\_ PRSF per YearFULL SERVICE: Yes\_\_ No\_\_ELECTRIC RATE: Yes\_\_ No\_\_CAM (if applicable): Yes\_\_ No\_\_OTHER: Yes\_\_ No\_\_ |
| Tenant Requires 3 Months Free Rent. | Please identify any free rent Landlord plans to offer as part of the overall compensation package. | Months: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Timing:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Operating Expenses: | Please identify the Building’s method of calculating operating expense escalations. The Tenant requires a Base Year Operating Expense Stop for the first twelve (12) months of occupancy, grossed up to 95% occupancy. Escalations shall be capped at 6% per year. Rent will be evaluated on a full service basis, estimating the full occupancy cost of expenses. Landlord is asked to provide all electrical service required for Tenant’s use within Tenant’s base rental. | Base Year: 19\_\_\_(Base Year is the first 12 mos. of occupancy)95% adjusted: Yes\_\_ No\_\_Estimated Amount: Yes\_\_ No\_\_Expense Stop: Yes\_\_ No\_\_Full Service: Yes\_\_ No\_\_Operating Expenses:Actual 19\_\_\_ $\_\_\_\_\_/RSFEscalation CAP/Year \_\_\_\_\_\_% Yr.Comments:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| Tenant Improvements: | Tenant desires a finish out allowance of $\_\_\_ PRSF “below ceiling” plus Landlord shall be responsible for all ceiling and above improvements and all modifications needed to bring the Building up to compliance with the Americans with Disabilities Act (ADA). | Finish out Allowance: $\_\_\_\_ PRSFLandlord ResponsibleCeiling and Above Yes\_\_ No\_\_ |
| Construction Management: | Tenant will employ a construction manager for construction of its tenant improvements. Please indicate what allowance you may provide for these services. | Con. Mgmt. Allowance: $\_\_\_\_ PRSFComments:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Space Planning/Interior Design Services: | Tenant shall independently provide space design, space planing and construction documents. The cost for these services are approximately $\_\_\_\_\_ PRSF, with Landlord to provide an allowance, at lease execution, to cover these costs.Indicate if base building drawings are available on CAD. | Space Plan Allowance: $\_\_\_PRSFExpansion Allowance: $\_\_\_PRSFBase Bldg. Drawings: Yes\_\_ No\_\_Comments:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Renewals: | Tenant asks for one (1) renewal option of up to five (5) years under the same terms and conditions except that the rental rate shall not exceed 90% of market and the expense base year shall be adjusted to the then current year. | Renewal TermRenewal RateAdj. Base Year | FIRST\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | SECOND\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Expansion: | Please indicate what expansion opportunities you would have available during the primary term, and during the renewal term(s). | Comments: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Right of First Refusal: | Tenant shall have the ongoing Right of First Refusal on any contiguous space throughout term. The rental rate for any expansion during the lease term is to be at the current rent being paid on the primary lease when the expansion is exercised. Expansions are to be coterminous with the original Lease. | Ongoing First Right ofRefusal Yes\_\_ No\_\_On \_\_\_\_\_\_\_ RSFContiguous Yes\_\_ No\_\_Comments:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Unused Allowance: | Any unused allowances shall be credited to Tenant through abatements of rent. |  Agreed: Yes\_\_ No\_\_Comments:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signage: | Tenant requires exterior monument and/or Building crown signage. Please indicate how you may address this requirement within your Project.  | Comments:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Substantial Completion: | The Landlord shall substantially complete prior to lease commencement the Base Building and the tenant improvements of the Premises, all common areas and parking facilities. In addition, substantial completion shall mean all systems and services to be furnished by the Landlord, pursuant to the terms and conditions of the Lease, shall be in effect. | Accepted: Yes\_\_ No\_\_Comments:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Prior Occupancy: | Tenant shall be permitted to enter the Premises at least twenty-one (21) days prior to the anticipated commencement date, without any obligation to pay rent and without commencing the rentable abatement period, for the purpose of installing furniture, communications systems, fixtures, and special leasehold improvements. | Accepted: Yes\_\_ No\_\_Comments:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **SECTION C: LEASE REQUIREMENTS** |
| **TERMS:** | **TENANT PROPOSED:** | **LANDLORD RESPONSE:** |
| Assignment and Sublet: | Tenant shall not sublease or assign this Lease without Landlord’s prior written approval, which approval shall not be unreasonably withheld or delayed. Not withstanding the above, no consent shall be required for sublease or assignment to any subsidiary, affiliate or parent of Tenant.  | Accepted: Yes\_\_ No\_\_Comments:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Repairs: | Landlord is responsible for maintaining the exterior walls and doors, roof, exterior plumbing services and fixtures, foundation and structural elements, exterior glass, electrical and HVAC.  | Accepted: Yes\_\_ No\_\_Comments:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Non-Disturbance Agreement: | Tenant shall receive satisfactory non-disturbance agreement from the current or future fee owners and all existing or future mortgage holders. | Accepted: Yes\_\_ No\_\_Comments:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Hazardous Substances: | Tenant’s liability shall be limited to the Premises during the term of the Lease. | Accepted: Yes\_\_ No\_\_Comments:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| American with Disabilities Act (ADA): | Landlord agrees that the Building including all common areas will comply with ADA. Landlord’s ADA compliance is to include restrooms, elevators, parking facilities, life safety systems and the Building’s main entrance. Tenant agrees that the Premises will comply.  | Accepted: Yes\_\_ No\_\_Comments:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Year 2000 Compliance: | Landlord warrants that any and all mechanical, digital, electronic or computerized equipment which controls, operates and/or regulates equipment and services applicable to systems which service the Premises and/or Building will not malfunction as a result of date changes in the year 2000 and beyond. In the event Landlord fails to properly and fully restore those services affected by a year 2000 malfunction, such malfunction shall be an event of default by Landlord and Tenant shall have the right to avail itself of remedies for such default as set forth in the Lease. | Accepted: Yes\_\_ No\_\_Comments:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Clean Air Act: | Landlord agrees to comply with the Federal Clean Air Act of 1990. The cost of compliance shall not be an operating expense. | Accepted: Yes\_\_ No\_\_Comments:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Vacate Clause: | Vacating the Premises shall not constitute default and there shall be no requirement for continuous operation. | Accepted: Yes\_\_ No\_\_Comments:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Access: | Tenant shall have twenty four (24) hours, seven (7) days per week access to the Premises. | Accepted: Yes\_\_ No\_\_Comments:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Legal: | Tenant will not waive any legal rights nor appoint Landlord as attorney-in-fact. | Accepted: Yes\_\_ No\_\_Comments:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**This proposal is intended solely and exclusively as a preliminary expression of general intention. The parties mutually intend that neither shall have any binding contractual obligations to the other with respect to the matters referred to herein unless and until a formal written lease has been prepared with adequate opportunity for review by legal counsel and has been fully executed and delivered by both parties.**

**LANDLORD RESPONSE: TENANT ACCEPTANCE:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Title Title

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Date Date

Attached: Tenant’s Lease

 Annual Report

 Commission Agreement

cc:

 (Local Broker)