INSERT COMPANY LOGO HERE

{Click & Type Date}

*Via Email:* {Click & Type Email address}

{Click & Type Addressee, address etc}

RE: {Click & Type Project Name - City, ST}

Dear {Click & Type Addressee}:

The following is a “Letter of Intent” submitted on behalf of Atlas Real Estate & Investment Strategies d/b/a Atlas McKinney, LLC regarding the terms and conditions upon which the Landlord may be willing to enter into lease negotiations.

**Tenant:** {Click & Type Tenant Name}

**Tenant’s Trade Name:** {Click & Type Trade Name}

**Landlord:** Atlas McKinney, LLC, a Texas limited liability company

**Premises:** Approx. \_\_\_\_\_\_\_\_\_\_\_\_ sf

**Permitted Use:** For the operation of a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Exclusive Use:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Lease Term:** The original term shall be \_\_\_\_\_\_ ( ) years commencing on the earlier of: (i) the date tenant opens for business or (ii) \_\_\_\_\_\_\_\_\_\_ ( ) following the date landlord deliver the possession of the premises.

**Base Annual Rent:**

*Minimum Annual Base Rent (Rent to be calculated annually only):*

|  |  |  |  |
| --- | --- | --- | --- |
|   | ***$psf*** | ***Monthly*** | ***Annually*** |
| Year 1 |  $ | $0.00  | $0.00  |
| Year 2 |  $ | $0.00  | $0.00  |
| Year 3 |  $ | $0.00  | $0.00  |
| Year 4 |  $ | $0.00  | $0.00  |
| Year 5 |  $ | $0.00  | $0.00  |
| Year 6 |  $ | $0.00  | $0.00  |
| Year 7 |  $ | $0.00  | $0.00  |
| Year 8 |  $ | $0.00  | $0.00  |
| Year 9 |  $ | $0.00  | $0.00  |
| Year 10 |  $ | $0.00  | $0.00  |

**Option Term:** Provided tenant is not in default, tenant shall have the option to extend the lease for       periods of       ( ) years.

**Option Rent:**

|  |  |  |  |
| --- | --- | --- | --- |
|  **OPTIONS** | ***$psf*** | ***Monthly*** | ***Annually*** |
| Years |  $ | $0.00  | $0.00  |
| Years |  $ | $0.00  | $0.00  |
| Years |  $ | $0.00  | $0.00  |
| Years |  $ | $0.00  | $0.00  |
| Years |  $ | $0.00  | $0.00  |

**% Rent:**

**Artificial Breakpoint:** $\_\_\_\_\_\_\_\_\_\_\_ Lease Years \_\_\_\_\_\_\_

 $\_\_\_\_\_\_\_\_\_\_\_ Lease Years \_\_\_\_\_\_\_

**Natural Breakpoin**t: \_\_\_\_\_\_\_% Natural Breakpoint

**Real Estate Taxes:** Tenant will pay its pro rata share of Real Estate Taxes, based upon gross leasable area (GLA) of premises, estimated to be $\_\_\_\_\_\_\_\_ psf annually (paid monthly).

**CAM and Insurance:** Tenant will pay its pro rata share of Common Area Maintenance and Insurance, based upon gross leasable area (GLA) of premises, estimated to be $\_\_\_\_\_\_\_\_ psf annually (paid monthly). CAM includes tenant’s water usage.

**Premises Delivery:** Landlord to deliver the space in \_\_\_\_\_\_\_\_\_\_\_\_\_ condition.

**Tenant Allowance:** Landlord to contribute an allowance of $\_\_\_\_\_\_\_\_ psf ($\_\_\_\_\_\_\_\_\_\_\_\_\_) to Tenant as a Tenant Construction Allowance, to be paid in cash to Tenant within 30 days from Tenant's opening for business in the Premises and payment of the first scheduled rental payment, provided (i) Tenant is not in default of the Lease, (ii) Tenant has delivered to Landlord final lien waivers from Tenant’s general contractor and all subcontractors, (iii) Tenant has provided a certificate of occupancy and (iv) Tenant has provided a set of as-built plans of the Premises.

**Tenant’s Work:** Tenant shall be responsible for all improvements, including, but not limited to, equipment, furniture and trade fixtures. All plans and specifications shall be subject to Landlord’s review and approval prior to commencement of any construction within the premises. Tenant shall be responsible for the costs of all permits and fees associated with its work.

**Possession:** Landlord shall deliver Possession of Premises upon execution of lease and completion of Landlord’s work.

**Signage:** Sign type, style, size and colors will conform with Landlord’s Sign Program and all government requirements.

**Monument/Pylon Signage**: Tenant shall be granted the right to install a sign panel on any existing or future monument or pylon signs. Tenant will pay all costs associated with the fabrication and installation of Tenant’s sign panel.

**Security Deposit:** Upon lease execution, Tenant shall deposit with landlord \_\_\_\_\_\_\_ ( ) months Base Rent.

**Financials:** Tenant’s principals to provide personal financial statement & P&L/Balance Sheet. Final lease terms are contingent upon Landlord’s review of Tenant’s financial statement.

**Lease Form:** \_\_\_\_\_\_\_

**Broker:** Landlord and Tenant represent that Tenant has not dealt with any other real estate broker in connection with this lease other than Atlas McKinney, LLC and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and each agree to indemnify Landlord from and against any liabilities and claims for commission by any other party.

This lease proposal is a solicitation for an offer and does not constitute or shall not be deemed to contract any offer. In order to assure that our leasing efforts are effectively focused, we respectfully request an indication of your continued interest in this project within      ( ) days. This proposal is submitted subject to Landlord’s approval and execution of lease documents.

Sincere regards,

{Click & Type Name of Sender}

{Click & Type Sender Title}

***AGREED AND ACCEPTED THIS \_\_\_ DAY OF\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_***

***TENANT NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

***BY: \_\_\_\_\_ Its: \_\_\_\_\_\_\_\_\_\_\_\_\_***