Syndicate Subscription Legal Plans

COMMERCIAL REAL ESTATE TRANSACTION CLIENT INTAKE QUESTIONNAIRE:

CONFIDENTIAL. This questionnaire covers commercial real estate purchases, sales, leases, construction, development, renovation, and financing. Please complete Parts 1–3 and 8–11, plus each transaction Part (4–7) that applies. Many commercial deals have short contractual deadlines, so please list all key dates. If a question does not apply, write "N/A." If unknown, write "Unknown." Attach additional pages if needed.

NAME OF THE CLIENT:

Client type:

[__] Individual [__] Corporation [__] LLC

[__] Partnership [__] Trust [__] Other

[__] Full Legal Name / Entity Name: ______________________________

State of formation: ____________________ Date formed: ____________________

Authorized signer(s) and title(s): ______________________________

Address: ______________________________

City: ____________________ County: ____________ State: _____ Zip: _______

Contact person: ____________________ Phone: ____________________

Email: ______________________________

Syndicate Plan Member ID: ____________________ Plan Start Date: ____________________

Preferred method of contact:

[__] Phone [__] Text [__] Email

PART 1 — YOUR ROLE & THE TRANSACTION

1.1 Your role (check all that apply):

[__] Buyer [__] Seller [__] Landlord

[__] Tenant [__] Borrower [__] Lender

[__] Owner / Developer [__] Contractor [__] Investor / JV Partner

1.2 Transaction type (check all that apply):

[__] Purchase → Part 4

[__] Sale → Part 4

[__] Lease / sublease / amendment → Part 5

[__] Ground lease → Part 5

[__] Construction / renovation / TI → Part 6

[__] Development / entitlements → Part 6

[__] Financing / refinancing → Part 7

[__] 1031 exchange → Part 4

[__] Sale-leaseback → Parts 4 & 5

[__] Joint venture / syndication

[__] Other

1.3 Current stage:

[__] Early discussions
[__] Letter of intent (LOI) stage
[__] Negotiating contract / lease
[__] Signed — in escrow / due diligence
[__] Closing / commencement soon
[__] Post-closing issue / dispute

1.4 Key Dates & Deadlines:

Event (LOI, escrow opening, due diligence end, contingency removal, loan commitment, closing, lease start)	Date

1.5 Briefly describe the transaction and what you want to accomplish: ______________________

____

____

PART 2 — THE PROPERTY

2.1 Property address: ____

City: ________________________ County: ____________ State: _____ Zip: _______

Assessor's Parcel Number(s) (APN): ______________________________________

2.2 Property type:

[__] Office
[__] Retail
[__] Industrial / warehouse
[__] Multifamily (5+ units)
[__] Mixed-use
[__] Hospitality
[__] Medical
[__] Land
[__] Special purpose / other

2.3 Building size (sq. ft.): ____________ Land size (acres / sq. ft.): _________ Year built: _______

2.4 Zoning: ________________________ Current use: ___________________________

Proposed / intended use: ____

2.5 Current owner (entity name): ______________________________________

2.6 Is the property currently occupied by tenants? [__] Yes [__] No

If yes — number of tenants and occupancy %: ____________________________

PART 3 — OTHER PARTIES & PROFESSIONALS

Role	Name / Company	Phone / Email
Other party (buyer / seller / landlord / tenant)		
Other party’s legal representative		
Your broker		
Other party’s broker		
Escrow company		
Title company		
Lender / loan broker		
Architect / engineer		
General contractor		
Environmental / property inspector		
CPA / tax advisor		
Qualified intermediary (1031)		

PART 4 — PURCHASE OR SALE

4.1 Purchase price: $ ____________________ Earnest money deposit: $ ____________________

4.2 How will the purchase be paid for?

[__] All cash [__] Conventional loan [__] SBA loan

[__] Seller financing [__] Assumption of existing loan [__] Other

4.3 Due diligence / inspection period (days): ______________ Deposit becomes non-refundable: ______

4.4 Contingencies you want (or that exist):

[__] Title review [__] Survey

[__] Physical inspection [__] Environmental (Phase I / II)

[__] Zoning / permits [__] Financing

[__] Appraisal [__] Tenant estoppels

[__] Leases & rent roll review [__] Board / partner approval

4.5 Condition of sale:

[__] As-is

[__] With seller representations & warranties

[__] Not sure

4.6 Entity that will take title: ____

4.7 Should the buyer have the right to assign the contract? [__] Yes [__] No

4.8 Is either party doing a 1031 exchange? [__] Yes [__] No

1031 exchanges have strict deadlines: generally 45 days to identify replacement property and 180 days to close. A qualified intermediary must hold the funds.

4.9 Are there existing leases, service contracts, or loans that will transfer? [__] Yes [__] No

If yes, explain: ____

____

4.10 How should closing costs, transfer taxes, prorations, and brokerage commissions be allocated? ________

____

A change in ownership may trigger property tax reassessment and state or local transfer taxes. Your CPA should be involved.

PART 5 — LEASE

5.1 Premises (suite / floor / building): ____________________ Rentable sq. ft.: ______________

5.2 Permitted use: ____

5.3 Initial term (years): ____________ Renewal options: __________ Start date: ____________

5.4 Lease type:

[__] Triple net (NNN) [__] Modified gross [__] Full service gross

[__] Percentage rent (retail) [__] Ground lease [__] Not sure

5.5 Base rent: $ ________________ per ______ Annual increases: ________________

Estimated CAM / operating expenses: $ ____________________ Security deposit: $ ____________

5.6 Free rent / concessions: ____________________ TI allowance: $ ________________

5.7 Will a personal or corporate guaranty be required? [__] Yes [__] No

If yes, explain: ____

____

5.8 Important lease provisions to address:

[__] Exclusive use [__] Right of first refusal / offer

[__] Signage [__] Parking

[__] Assignment / sublease rights [__] Early termination

[__] Co-tenancy (retail) [__] Relocation clause

[__] SNDA / lender protection [__] Holdover terms

5.9 Has the premises been inspected by a Certified Access Specialist (CASp)? [__] Yes [__] No

California commercial leases must disclose whether the premises has undergone a CASp accessibility inspection.

5.10 Is there an existing lease dispute, default, or notice? [__] Yes [__] No

If yes, explain: ____

____

PART 6 — CONSTRUCTION, DEVELOPMENT & RENOVATION

6.1 Describe the project (scope, size, number of units / sq. ft.): ______________________________

____

____

6.2 Estimated budget: $ ______________________ Target completion date: ______________

6.3 Contract type:

[__] Fixed price / lump sum
[__] Cost-plus
[__] Guaranteed maximum price (GMP)
[__] Design-build
[__] Not yet decided

6.4 Contractor name: ___________________________ CSLB License No.: _____________

Architect / engineer: ____

6.5 Permits and entitlements status:

[__] Not started
[__] Pre-application
[__] Plans submitted
[__] Permits issued
[__] Variance / CUP needed
[__] Environmental review required

6.6 Protections you want in the contract:

[__] Payment & performance bonds
[__] Builder's risk insurance
[__] Retention
[__] Lien waivers
[__] Liquidated damages for delay

6.7 Are there any disputes, delays, stop notices, or mechanics liens? [__] Yes [__] No

If yes, explain: ____

____

PART 7 — FINANCING

7.1 Lender type:

[__] Bank / credit union
[__] SBA 504 / 7(a)
[__] CMBS / conduit
[__] Life company
[__] Private / hard money
[__] Seller carry-back
[__] Construction loan
[__] Bridge loan

7.2 Lender name: ____

7.3 Loan amount: $ ___________________ Interest rate: _______ Term (years): ________

Amortization (years): __________________ Loan-to-value: ______ Rate type: ___________

7.4 Recourse / guaranties:

[__] Full recourse
[__] Non-recourse with carve-outs
[__] Personal guaranty required
[__] Not sure

7.5 Prepayment penalty / yield maintenance / defeasance: ________________________________

7.6 Loan status:

[__] Term sheet [__] Application submitted [__] Commitment letter issued

[__] Loan documents received [__] Closed

7.7 Is this a refinance? If yes, existing lender and payoff amount: [__] Yes [__] No

If yes, explain: ____

____

PART 8 — KNOWN ISSUES & DUE DILIGENCE

8.1 Any known environmental issues (contamination, tanks, asbestos, mold)? [__] Yes [__] No

If yes, explain: ____

____

8.2 Any code violations, open permits, or unpermitted work? [__] Yes [__] No

If yes, explain: ____

____

8.3 Any easements, boundary, access, or encroachment issues? [__] Yes [__] No

If yes, explain: ____

____

8.4 Any liens, judgments, or litigation affecting the property? [__] Yes [__] No

If yes, explain: ____

____

8.5 Is the property subject to CC&Rs, an owners' association, or a REA? [__] Yes [__] No

8.6 Is the property in a flood zone or other special hazard zone? [__] Yes [__] No

8.7 Any tenant defaults, bankruptcies, or disputes? [__] Yes [__] No

If yes, explain: ____

____

PART 9 — STRUCTURE & OWNERSHIP

9.1 How will the property be owned / leased?

[__] Existing entity [__] New single-purpose LLC

[__] Individual name [__] Trust

[__] Not sure — need advice

9.2 Are there partners, investors, or co-owners? [__] Yes [__] No

If yes — names and ownership %: ____

9.3 Is an operating agreement or JV agreement needed or being revised? [__] Yes [__] No

9.4 Are investor funds being raised to finance this deal? [__] Yes [__] No

Raising money from passive investors may involve securities laws. Please tell us so we can address them.

PART 10 — PRIORITIES & CONCERNS

10.1 Your most important deal points (price, timing, rent, flexibility, risk allocation): ____________________

____

____

10.2 Any concerns about the other party, the property, or the deal: ____________________________________

____

10.3 Budget for legal services / preferred fee arrangement: ____

PART 11 — DOCUMENT CHECKLIST

Please provide copies of the following, if available. Check each item you are including.

[__] Letter of intent (LOI)
[__] Lease / lease drafts / amendments
[__] Survey / site plan
[__] Rent roll & tenant estoppels
[__] Loan term sheet / commitment
[__] Plans / permits / entitlements
[__] Insurance certificates
[__] Purchase agreement / draft
[__] Preliminary title report
[__] Phase I / inspection reports
[__] Operating statements (T-12)
[__] Construction contract / budget
[__] Entity formation documents
[__] Brokerage agreement

Certification:

I declare that the information provided in this questionnaire is true, correct, and complete to the best of my knowledge, and that I am authorized to provide it on behalf of the client named above. I understand this information is provided to Syndicate Subscription Legal Plans in confidence for the purpose of evaluating my commercial real estate matter.

Signed and dated this ____ day of _______________________, 20___

Signature: ____

Print Name: _____________________________

Title (if signing for entity): _____________________________

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Your information will be reviewed within one hour.