



DRAFT

STANDARD ESTOPPEL CERTIFICATE - BY LESSOR

TO WHOM IT MAY CONCERN:

RE: Lease ("Lease") dated _____, by and between _____

as Lessor, and _____ as Lessee,

concerning the real property known as: _____

("Premises"), which Lease was amended _____ and guaranteed by _____

("Guarantor(s)") (it will be presumed no amendments or guarantees exist unless they are specified above).

In light of the fact that the Lessee has failed to provide an Estoppel Certificate, Lessor hereby certifies as follows:

1. True copies of the above referenced Lease as amended and the guarantees, if any, are attached hereto marked Exhibit "1" (Attach a copy of Lease, all amendments and guarantees.) Other than the documents included in Exhibit 1 there are no oral or written agreements or understandings between the Lessor and Lessee with respect to the Premises except (if there are no exceptions, write "NONE") _____

2. The Lease term commenced on _____ and expires on _____

3. The current monthly rent and expense pass-through, if any, are as follows:

Table with columns: Rent Pass Through, Amount, Day of Month Due, Paid Up Through, Year

No rents or pass-throughs have been prepaid except as reflected in the Lease. (It will be presumed that no expense pass-throughs are currently required unless set forth above.)

4. The current amount of security deposit held by Lessor is \$ _____

5. The Lease has not been modified, orally or in writing, since its execution, except as hereinabove identified. The Lease is in full force and effect and contains the entire agreement between Lessor and Lessee, except (if there are no exceptions, write "NONE"): _____

6. The improvements and space required to be provided by Lessor have been provided and completed in all respects, and all promises of an inducement nature by Lessor have been fulfilled except (if there are no exceptions, write "NONE"): _____

7. Lessor has no knowledge of any uncured defaults by Lessor or Lessee under the Lease, except (if there are no exceptions, write "NONE"): _____

8. There are no disputes between Lessor and Lessee concerning the Lease, the Premises or the improvements therein or thereon, except (if there are no exceptions, write "NONE"): _____

9. To the best of Lessor's knowledge, Lessee is in full and complete possession of the Premises and has not assigned or sublet any portion of the Premises, except (if there are no exceptions, write "NONE"): _____

10. Lessor has no knowledge of any prior sale, transfer, assignment or encumbrance of the Lessee's interest in the Lease, except (if there are no exceptions, write "NONE"): _____

11. To the best of Lessor's knowledge, Lessee has made no alterations or additions to the Premises, except (if there are no exceptions, write "NONE"): _____

If alterations or additions have been made by Lessee, Lessor represents that to the best of its knowledge, all such alterations and additions were done in accordance with the terms of the Lease and in compliance with all applicable laws, rules and regulations, except (if there are no exceptions, write "NONE"): _____

12. The guarantees of the Guarantors named above are still in full force and effect, except (if there are no exceptions, write "NONE"): _____

13. Lessor is not currently the subject of a bankruptcy proceeding and to the best of its knowledge neither Lessee nor any Guarantor is involved in such a proceeding, except (if there are no exceptions, write "NONE"): _____

14. Lessor is aware that buyers, lenders and others will rely upon the statements made in this Estoppel Certificate, and has therefore adjusted the language hereof as necessary to make it an accurate statement of the current facts concerning the Lease. If no such adjustments have been made, said parties may rely upon the statements in this form as printed.

15. The Lessee may be contacted at: _____
Mailing address: _____
Telephone: (____) _____
Facsimile: (____) _____
Email: _____

16. Additional items (if there are no additional items, write "NONE"): _____

DATE: _____, 20____
(Fill in date of execution)

By: _____
Name Printed: _____
Title: _____

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 800 W 6th Street, Suite 800, Los Angeles, CA 90017. Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.

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