



DRAFT
COUNTER OFFER - LESSOR
 AIR Commercial Real Estate Association
 [NOT FOR USE IN CONJUNCTION WITH THE
 STANDARD PROPOSAL TO LEASE FORM]

Dated: _____

By and Between (Lessor): _____
 (Lessee): _____

Address of Premises: _____

This is a Counter Offer to the AIR Commercial Real Estate Association: (Please check the appropriate box) Standard Offer and Agreement to Lease Real Estate, Standard Industrial/Commercial Single Tenant Lease - Net, Standard Industrial/Commercial Single Tenant Lease - Gross, Standard Industrial/Commercial Multi-Tenant Lease - Net, Standard Industrial/Commercial Multi-Tenant Lease - Gross, Standard Multi-Tenant Office Lease - Gross, Standard Multi-Tenant Office Lease - Net, dated _____, regarding the above-referenced Premises and Parties (hereinafter the "Lease"). A full and complete copy of the Lease is attached hereto and incorporated herein by reference.

1. Lessor hereby agrees to lease the Premises upon the terms and conditions contained in the Lease provided the Lessee agrees to the following changes:

(Please check the appropriate box or boxes)

- Initialed pen and ink changes have been made to the Lease
- The changes are detailed in the addendum attached hereto consisting of paragraphs _____ through _____.
- The changes are set forth below.

A. _____

B. _____

C. _____

D. _____

E. _____

NOTE: PARAGRAPHS IN THE LEASE, IF ANY, WHICH REQUIRE INITIALS BY ALL PARTIES, BUT ARE NOT INITIALED BY ALL PARTIES, ARE EXCLUDED FROM THE FINAL AGREEMENT UNLESS SPECIFICALLY REFERENCED FOR INCLUSION IN THIS COUNTER OFFER.

2. **REMAINING TERMS:** All of the terms and conditions contained in the Lease which have not been specifically modified or deleted by this Counter Offer are hereby approved by Lessor.

3. (Lessor's initials: _____) (If checked and initialed) **MULTIPLE COUNTER OFFER:** Concurrently herewith, Lessor is also making or may make a Counter Offer to other prospective lessees on terms which may or may not be the same as in this Counter Offer. Acceptance of this Counter Offer by Lessee shall **not**, therefore, be binding unless and until it is subsequently re-signed by Lessor in paragraph 11 below.

4. **RIGHT TO ACCEPT OTHER OFFERS:** Lessor reserves the right to continue to offer the Premises for lease and/or sale, and to accept any other offer at any time prior to actual receipt by Lessor's authorized agent, _____, of a copy of this Counter Offer duly accepted and signed by Lessee and, if applicable, the re-signing of this Counter Offer by Lessor as provided in

paragraph 3. Lessor's acceptance of such a prior offer shall revoke this Counter Offer.

5. **EXPIRATION:** This Counter Offer shall expire and be revoked, without further notice, at 5:00 pm _____, unless it is accepted and signed by Lessee and a fully executed copy is actually received by Lessor's agent (as specified in paragraph 4) prior to said time. Upon expiration, Lessee's Deposit, if any, shall be returned. This Counter Offer may be executed in counterparts.

6. **TIME:** Time is of the essence.

7. **BINDING EFFECT:** This Counter Offer, when fully executed by both Lessee and Lessor, and delivered and received as specified above, shall be a binding contract. NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR COMMERCIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS AGREEMENT OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE ADVISED TO SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.

NOTE:

- 1. THIS FORM IS NOT FOR USE IN CONNECTION WITH THE LEASING OF RESIDENTIAL PROPERTY.
- 2. IF EITHER PARTY IS A CORPORATION, IT IS RECOMMENDED THAT THIS AGREEMENT BE SIGNED BY TWO OF ITS CORPORATE OFFICERS.

8. The undersigned Lessor agrees to lease the Premises on the terms and conditions stated herein.

BROKER:

LESSOR:

Attn: _____	By: _____
Name Printed: _____	Date: _____
Title: _____	Name Printed: _____
Address: _____	Title: _____
Telephone:(____) _____	Address: _____
Facsimile:(____) _____	Telephone:(____) _____
Federal ID No. _____	Facsimile:(____) _____
	Federal ID No. _____

9. **ACCEPTANCE:** Lessee accepts the foregoing Counter Offer and agrees to lease the Premises on the terms and conditions specified, and authorizes Brokers to deliver a signed copy to Lessor.

BROKER:

LESSEE:

Att: _____	By: _____
Title: _____	Date: _____
Address: _____	Name Printed: _____
Telephone:(____) _____	Title: _____
Facsimile:(____) _____	Address: _____
Federal ID No. _____	Telephone:(____) _____
	Facsimile:(____) _____
	Federal ID No. _____

10. **ACKNOWLEDGMENT OF RECEIPT:** Lessor's agent hereby acknowledges that a copy of the Counter Offer executed by Lessee was received on _____ at _____ am/pm.

By: _____

11. **MULTIPLE COUNTER OFFER SIGNATURE LINE:** (Applicable only if paragraph 3 is checked.) By signing below, Lessor accepts this Multiple Counter Offer, and creates a binding contract. (Note to Lessor: Do NOT sign in this paragraph until after Lessee has accepted the Counter Offer by signing in paragraph 9).

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INITIALS		INITIALS

LESSOR:

By: _____

Date: _____

Name Printed: _____

Title: _____

Address: _____

Telephone:(____) _____

Facsimile:(____) _____

Federal ID No. _____

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These forms are often modified to meet changing requirements of law and needs of the industry. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 700 South Flower Street, Suite 600, Los Angeles, CA 90017. (213) 687-8777.

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