



DRAFT

STANDARD ESTOPPEL CERTIFICATE - BY LESSEE

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).

Lessee 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:

	Amount	Day of Month Due	Paid Up Through	Year
Rent	_____	_____	_____	_____
Pass Through	_____	_____	_____	_____

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 furnished and completed in all respects to the satisfaction of Lessee, and all promises of an inducement nature by Lessor have been fulfilled except (if there are no exceptions, write "NONE"): _____

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

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

14. Lessee 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. Additional items (if there are no additional items, write "NONE"):

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

BY: _____
Name Printed: _____
Title: _____
Address: _____

Telephone: (____) _____
Facsimile: (____) _____
Email: _____

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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