

ESTOPPEL CERTIFICATE

1. The County of Riverside, as Tenant, or County, and XXX, as lessor (the “**Lessor**”), entered into a written Lease dated XXX in which Lessor leased to County and County leased from Lessor that certain Premises consisting of approximately XXX square feet of office space located at XXX, California. The lease, as amended is referred to in this Certificate as the Lease.
2. The Lease has not been amended, modified, nor supplemented.
3. The next payment of Rent is due on the first of each month after the planning and construction of the project is completed pursuant to Exhibit “B,” sections 5.2 and 6.1, and County receives Certificate of Occupancy. The rent is \$XXX. County has not paid Lessor a security deposit.
4. Under the Lease, the effective date was XXX, and the expiration date of the Lease is xxx (xx) years after the Commencement Date (as defined in the Lease) subject to an automatic xxx (xx) year extension for a total of xxx (xx) years if County fails to exercise its Option to Purchase (as defined in the Lease).
5. The Lease provides for XXX option(s) to extend the term of the Lease. The extension Options(s) shall be exercised by County delivering to Lessor written notice thereof no later than xxx (xx) days prior to the expiration of the Original Term or any extension thereof. The rent payable by County during any extended term shall be 2.75% greater than the original term rent or option period.
6. The County has the right of first refusal to renew the Lease, after the original term and any options to extend have expired, on the same terms and conditions received by Lessor as a bona fide offer from a third party to Lease the Premises.
7. There are no oral or written amendments, modifications, or supplements to the Lease except as previously stated in this Certificate. A true, correct, and complete copy of the Lease, including all amendments, is attached to this Certificate. The Lease is in full force and effect and represents the entire agreement between Lessor and the County pertaining to the Premises.
8. To the best of the County’s knowledge, Lessor and County are not in default in the performance of any of the terms and provisions of the Lease, and no event or condition has occurred that, with the giving of notice or passage of time, or both, would constitute such default by Lessor or County.
9. To the best of the County’s knowledge, the Lessor has not assigned, transferred, or hypothecated the real property or any interest in the real property.
10. The County has not assigned, transferred, or hypothecated the Lease or any interest in the Lease or subleased all or part of the Premises.

11. To the best knowledge of the County, there are no mortgagees, beneficiaries under deeds of trust, or other holders of a security interest in the Real Property.
12. There are no setoffs or credits against Rent payable under the Lease. No free periods or rental abatements, rebates, or concessions have been granted to County.
13. To the best knowledge of the County, there are no pending actions, voluntary or involuntary, under any bankruptcy or insolvency laws of the United States or any state against County that affect the leased Premises.
14. The execution of this Certificate by Lessor and the County does not amend the Lease or waive any of Lessor's or County's rights under the Lease.
15. This Certificate is given to XXX, (the "**Lender**") and the Lessor with the understanding that as a lender or purchaser of the above described real property or assignee of either Lessor or Lender may rely on it in connection with either the assignment or acquisition of the above described real property or making a loan secured by the above described real property. Following that acquisition, assignment by Lessor or loan, County intends to keep the Lease full force and effect and shall bind and inure to the benefit of Lessor and its successor in interest.

COUNTY:

By: _____
Robert Field
Assistant County Executive Officer/EDA

APPROVED AS TO FORM:
Gregory P. Priamos, County Counsel

By: _____
Deputy County Counsel