

ATTACHMENT "B"

ESTOPPEL CERTIFICATE

1. The County of Riverside, as Tenant, or County, and XXX, as Lessor, entered into a written office lease dated XXX in which Lessor leased to County and County leased from Lessor those certain premises consisting of approximately XXX square feet of office space located at XXX. The office lease, as amended is referred to in this Certificate as the Lease.
2. The Lease has not been amended, modified, nor supplemented, except by XXX.
3. County has paid Rent through XXX. The next payment of Rent is due on XXX. The current rent is XXX. County has not paid Lessor a security deposit.
4. Under the Lease, the term began on XXX, and the expiration date of the Lease is XXX, subject to County's right to terminate the Lease and any options the County may have to extend the term as identified in this Certificate.
5. The Lease provides for no options to extend the term of the Lease.
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. The County has the right to early termination of this Lease if funding is reduced or becomes unavailable or if the County determines for any reason or cause that the Premises are no longer suitable for its use.
8. 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.
9. All space and improvements leased by County have been completed and furnished in accordance with the provisions of the Lease, and County has accepted and taken possession of the Premises. All contributions required to be paid by Lessor to date for improvements to the Premises have been paid in full.
10. Lessor and County are not in default in the performance of any of the terms and provisions of the Lease. To the best knowledge of each Party, 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.
11. Lessor has not assigned, transferred, or hypothecated the real property or any interest in the real property.

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12. The County has not assigned, transferred, or hypothecated the Lease or any interest in the Lease or subleased all or part of the Premises.
13. There are no mortgagees, beneficiaries under deeds of trust, or other holders of a security interest in the Real Property, except as follows: XXX
14. 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, except as follows: XXX
15. There are no pending actions, voluntary or involuntary, under any bankruptcy or insolvency laws of the United States or any state against either Lessor or County
16. 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.
17. This Certificate is given to XXX with the understanding that as a lender or purchaser of the above described real property or assignee of either Lessor or XXX 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 XXX and its successor in interest.

COUNTY:

By: _____
Robert Field,
Assistant County Executive Officer/EDA

APPROVED AS TO FORM:
Pamela J. Walls, County Counsel

By: _____
Patricia Munroe
Deputy County Counsel