TENANT ESTOPPEL CERTIFICATE

The undersigned, _____ ("Tenant"), acting through _____, its _____ (if Tenant is a business), gives this Tenant Estoppel Certificate (this "Certificate") on _____ to _____ ("Landlord") and to _____ (the "Relying Party").

This Certificate is requested in connection with (check one): [ ] a sale of the property that includes the Premises to the Relying Party [ ] a new loan or refinance by the Relying Party secured by that property [ ] other: _____. Tenant understands that the Relying Party will rely on this Certificate, and certifies the following facts as of its date.

1. THE LEASE

Tenant is the tenant under a lease dated _____ between _____, as landlord, and Tenant (together with the documents listed below, the "Lease"). The Lease has been amended or supplemented only by the following documents (write "none" if none): _____.

The Lease is in full force and effect and is the entire agreement between Landlord and Tenant about the Premises. There are no other agreements, side letters or understandings about the Premises, whether written or oral.

Tenant leases the space described as _____, containing approximately _____ square feet (the "Premises"), and has accepted and occupies the Premises.

2. TERM

The term of the Lease began on _____ and is scheduled to end on _____, unless extended or ended earlier as the Lease provides.

Renewal or extension options (check one): [ ] none [ ] as follows, none exercised unless stated: _____.

3. RENT AND SECURITY DEPOSIT

The current monthly base rent is $_____, paid through _____. [ ] Tenant also pays its share of operating expenses, taxes and insurance, currently estimated at $_____ per month, paid through the same date.

No rent or other charge has been paid more than one month before its due date, except: _____.

Security held by Landlord (check one): [ ] cash deposit of $_____ [ ] letter of credit for $_____ [ ] none.

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4. STATUS OF THE LEASE

Landlord is not in default under the Lease, and nothing has occurred that, with notice or time or both, would become a Landlord default, except: _____.

Tenant is not in default under the Lease and has received no uncured notice of default, except: _____.

Tenant has no defense, offset, counterclaim, credit against rent or claim against Landlord under the Lease, except: _____.

All construction work Landlord had to perform for Tenant is complete and accepted, and every tenant improvement allowance has been paid, except: _____.

5. OPTIONS AND OTHER MATTERS

Apart from the renewal options above, Tenant holds no option to purchase, right of first refusal or first offer, expansion right or early termination right, except: _____.

Tenant has not assigned the Lease, sublet any part of the Premises or otherwise transferred or pledged its interest in the Lease, except: _____. Tenant is not the subject of any pending bankruptcy or insolvency proceeding.

Notices to Tenant should be sent to: _____.

6. RELIANCE AND GENERAL TERMS

Landlord, the Relying Party and its successors and assigns may rely on this Certificate. Tenant understands that, as against them, it may be prevented from later asserting any fact or claim that differs from these statements. This Certificate does not amend the Lease.

Sale: after Tenant receives written notice signed by Landlord that the sale has closed, Tenant will recognize the buyer as landlord and pay rent as the buyer directs in writing.

This Certificate is governed by the laws of the state where the Premises are located (_____). It may be signed electronically unless a notarized original is requested.

SIGNATURES

Tenant (name and title if signing for a business)

Signature: _____ Date: _____

Printed Name: _____

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NOTARY ACKNOWLEDGMENT (OPTIONAL)

State of _____, County of _____. On _____, before me, the undersigned notary public, personally appeared _____, who proved to me through satisfactory evidence of identity to be the person whose name is signed on this Certificate, and who acknowledged signing it voluntarily for its stated purpose.

Notary Public: _____ My commission expires: _____ (Seal)

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