**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")

 .

1. The Lease term commenced on and expires on .
2. 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.)

1. The current amount of security deposit held by Lessor is $ .
2. 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"):
3. 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"):
4. Lessee has no knowledge of any uncured defaults by Lessor or Lessee under the Lease, except (if there are no exceptions, write "NONE"):
5. 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"):
6. 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"):

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1. 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"):
2. 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"):

1. The guarantees of the Guarantors named above are still in full force and effect, except (if there are no exceptions, write "NONE"):
2. 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"):
3. 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.
4. Additional items (if there are no additional items, write "NONE"):

DATE: , 20

(Fill in date of execution)

By: Name Printed: Title: Phone: Fax: Email:

By: Name Printed: Title: Phone: Fax: Email:

Address:

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