

# ESTOPPEL CERTIFICATE

The undersigned, as Tenant, hereby represents, warrants and certifies to **Buyer Name (sale) OR Current Owner Name (refinance)**, as prospective (~~delete "prospective" if refinance~~) Landlord, as follows:

1. Tenant is the tenant and present occupant of certain premises commonly identified as **Address or Legal Description** ("Premises").
2. Tenant is leasing the Premises under a lease dated **Month XX, 200X**. A complete and correct copy of such leases and all amendments and supplements thereto (collectively, the "Lease") is attached to this certificate. The Lease (a) embodies the entire agreement of Tenant and the current holder of the Landlord's interest under the Lease concerning the use and occupancy of the Premises; (b) has not been amended or supplemented except as set forth in the copy of the Lease attached to this certificate; and (c) is in full force and effect.
3. To the best of Tenant's knowledge, the Premises are owned by the current Landlord and Landlord holds the entire interest of landlord or lessor under the Lease. Tenant is currently paying the rent due under the Lease and rendering performance of Tenant's other obligations under the Lease to Landlord.
4. Except as otherwise specifically disclosed in the Lease, any tenant improvement work or other work that Landlord is obligated to perform or pay for has been completed and fully paid for in accordance with the terms of the Lease and Tenant has accepted such completed work and is now in possession of the Premises.
5. Tenant has not paid any refundable deposits under the Lease except for a security deposit in the amount of **\$XXX.00**. Except for the current month's rent or as otherwise specifically disclosed in the Lease, Tenant has not paid any rent under the Lease in advance.
6. The monthly base rent under each Lease is **\$XXX.XX** beginning **Month XX, 200X** and is payable by Tenant in advance of the first day of each month. The monthly base rent is not subject to adjustment except as specifically set forth in the Lease. Presently, the monthly base rent is paid through **December 31, 1999**.
7. Subject to any right of Tenant to extend the term of the Lease, the term of the Lease will expire **Month XX, 200X**. Tenant does not have the option to extend or renew the term of the Lease except as specifically set forth in the Lease.
8. Tenant does not have any option or rights of expansion, purchase or first right of refusal concerning the Lease or Premises. Tenant's interest is limited to the leasehold interest evidenced in the Lease.
9. No person or entity other than Tenant is in possession of the Premises or any portion of the Premises unless said other person or entity is entitled to same through formal assignment of the Lease as attached. Further, Tenant has not committed to or agreed to enter into any such assignment or Sublease.

10. Tenant has no knowledge of any pending or threatened proceedings under state or federal environmental law involving the leased premises.
11. Tenant has not filed, and is not the subject of any filing, for bankruptcy or reorganization under federal bankruptcy laws.
12. Except as disclosed in the Lease, (a) Landlord is not in default in the performance of any of its obligations under the Lease; (b) no event has occurred which, with the passage of time or the giving of notice, or both, will constitute a breach of any of Landlord's obligations under the Lease; and (c) Tenant has no claim, defense or offset against Landlord.
13. Tenant shall attorn to any future owner of the Premises, to the same effect as if the Lease were originally made directly between Tenant and such future owner, provided however, that the future owner shall not be liable to Tenant and Tenant shall not have assert any claim, defense or offset based upon, (a) any default under the Lease committed by a previous owner; (b) any matter occurring before the future owner's acquisition of title; (c) any rent paid to a previous owner more than one month in advance of its due date; or any funds deposited by Tenant with a previous owner except as specifically set forth in the Lease.
14. Tenant acknowledges that Landlord is seeking this estoppel certificate as a condition of obtaining financing from a lender and/or to be satisfied as to the current status of all Leases upon the Premises and that Tenant's execution of this certificate is a material inducement to Landlord. The statements in this certificate may be relied upon by a lender and/or Landlord and, as against Tenant, shall be deemed conclusively to establish the validity of the matters set forth herein. Tenant shall not assert any claim, defense or offset against Landlord or Landlord's lender with regard to any of the matters covered by this certificate. Concurrently, with Tenant's receipt or delivery of any notice of termination or default under the Lease, Tenant shall deliver a complete and correct copy of such notice to Landlord.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 200X

LEGAL NAME(S) OF TENANT(S): \_\_\_\_\_

SIGNATURE OF TENANT: \_\_\_\_\_ Title: \_\_\_\_\_  
 (or authorized signatory)

SIGNATURE OF TENANT: \_\_\_\_\_ Title: \_\_\_\_\_  
 (or authorized signatory)