

Property

1
2 The real property is commonly known as _____ and
3 legally described in Exhibit A, as attached hereto, with all improvements and appurtenances (hereinafter "Property"). The
4 Property is located in the State of _____ (hereinafter "Transaction State").
5

Lessor

6
7 _____ d/b/a _____ formed in
8 the State of _____ (hereinafter "Lessor").
9

Lessee

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11 _____ d/b/a _____ formed in
12 the State of _____ (hereinafter "Lessee").
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14

Guarantor

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16 _____ d/b/a _____
17 formed in the State of _____ (hereinafter "Guarantor").
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Lease

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20 Lessor and Lessee executed a lease (hereinafter "Lease") dated _____, attached hereto as
21 Exhibit B, for the Property.
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Lease Terms

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24 **Lease Commencement:** The Lease commenced on _____.
25 **Lease Expiration:** The Lease expires on _____.
26 **Current Monthly Lease Payment:** The current monthly lease payment is \$ _____.
27 **Due Date:** The current monthly lease payment is due on the _____ day of each month.
28 **Security Deposits:** Lessee has provided Lessor a security deposit of \$ _____.
29 **Other Deposits:** Lessee has provided Lessor other deposits of \$ _____.
30 **Advanced Rent Payments:** Lessee has provided Lessor advanced rent payments of \$ _____.
31 **Advanced Rent Payments Applied:** The amount of the Advanced Rent Payments which have been applied toward rent due
32 as of the date of this Estoppel Certificate is \$ _____.
33

Lessee Affirmations

34 Lessee affirms the following statements. If the 'Exceptions Apply' box is checked next to any of the following statements,
35 and an explanation is provided in the 'Exceptions List' section herein, the applicable statement shall be modified as such:
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37

38 Entire Agreement: The Lease is the entire agreement between Lessor and Lessee. [] Exceptions Apply

39 Full Force & Effect: The Lease is in full force and effect. [] Exceptions Apply

40 Amendments: The Lease has not been amended. [] Exceptions Apply

41 Addendums: The Lease does not have any addendums. [] Exceptions Apply

42 Guarantors: The Lease does not have any guarantors. [] Exceptions Apply

43 Guarantor Status: The guarantees of the guarantors are in full force and effect. [] Exceptions Apply

44 Renewal Options: The Lease does not contain any Lessee-favored options to renew the Lease. [] Exceptions Apply

45 Purchase Options: The Lease does not contain any Lessee-favored options to purchase the
46 Property. [] Exceptions Apply

47 Payment Status: Lessee is current on Lessee's monthly lease payment. [] Exceptions Apply

48 Expansion Rights: Lessee does not have any rights to expand the structure on the Property. [] Exceptions Apply

49 Property Expenses: Lessee is responsible for all Property expenses. [] Exceptions Apply

50 Improvements: All improvements required to be provided by Lessor have been completed,
51 provided, and furnished in all respects to the satisfaction of Lessee. [] Exceptions Apply

52 Promises of Inducement: All promises of an inducement nature by Lessor have been fulfilled. [] Exceptions Apply

53 Breach, Defaults, & Notice of Defaults: Lessee has no knowledge of any breaches, defaults, or
54 notices of default involving Lessee or Lessor. [] Exceptions Apply

55 Lessee Defenses, Off-Sets, & Counterclaims: Lessee has no defenses, off-sets, or counterclaims
56 for any amounts due to Lessor under the Lease. [] Exceptions Apply

57 Free Rent, Partial Rent, Rent Rebates, Rent Abatements, & Rent Concessions: Lessor has not
58 Provided Lessee any free rent, partial rent, rent rebates, rent abatements, or rent concessions. [] Exceptions Apply

59 Disputes: There are no disputes between Lessor and Lessee concerning the Lease or the
60 Property. [] Exceptions Apply

61 Possession: Lessee is the actual occupant and in possession of the Property. [] Exceptions Apply

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ESTOPPEL CERTIFICATE

70 **Lessee's Interest:** Lessee has not assigned, transferred, sublet, hypothecated, or encumbered
71 Lessee's interest in the Lease or the Property..... Exceptions Apply
72

73 **Lessor's Interest:** Lessee has no knowledge of any prior sale,
74 transfer, assignment, or encumbrance of the Lessor's interest in the Lease..... Exceptions Apply
75

76 **Property Improvements:** All construction, build-outs, improvements, alterations, or additions
77 to the Property required in the Lease have been completed..... Exceptions Apply
78

79 **Alterations or Additions:** Lessee has made no alterations and/or additions to the Property..... Exceptions Apply
80

81 **Property Alterations (Lease Compliance):** If Lessee has made any Property alterations, Lessee
82 represents that to the best of Lessee's knowledge, all such alterations and/or additions were done
83 in compliance with the Lease..... Exceptions Apply
84

85 **Property Alterations (Regulatory Compliance):** If Lessee has made any Property alterations,
86 Lessee represents that to the best of Lessee's knowledge, all such alterations and/or additions
87 were done in compliance with all applicable building codes and federal, state, and local laws.... Exceptions Apply
88

89 **Bankruptcy Proceedings:** Lessee has no knowledge of Lessor, Lessee, or Guarantor being
90 subject to any bankruptcy proceedings..... Exceptions Apply
91

92 **Other Agreements:** There are no other agreements between Lessor and Lessee for the
93 Property..... Exceptions Apply
94

95 _____ : _____
96 _____..... Exceptions Apply
97

98 _____ : _____
99 _____..... Exceptions Apply
100

101 _____ : _____
102 _____..... Exceptions Apply
103

104 _____ : _____
105 _____..... Exceptions Apply
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107 _____ : _____
108 _____..... Exceptions Apply
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110 _____ : _____
111 _____..... Exceptions Apply
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113 _____ : _____
114 _____..... Exceptions Apply
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Exceptions List

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117 For all exceptions listed here, provide a section reference and an explanation.

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Estoppel Certificate Terms

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143 **Governing Law:** This Estoppel Certificate shall be governed by the laws of the Transaction State.

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145 **Severability:** If an arbitrator or court of competent jurisdiction determines that any provision in this Estoppel Certificate
146 is unenforceable, invalid, and/or illegal, then only that provision shall be deemed eliminated and such modification shall
147 not impact the validity of the rest of this Estoppel Certificate.

148
149 **Counterparts:** This Estoppel Certificate may be executed in counterparts, each of which shall be deemed an original, but
150 all of which together shall constitute one and the same instrument.

151
152 **Electronic Signatures:** An electronically signed and delivered version of this document (whether via email, facsimile, or
153 other method), shall be considered an original document with original signatures. In such case, it shall have the same
154 binding effect as an original signature on an original document.

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156 **Legal & Tax Advice:** If Lessee desires legal or tax advice, Lessee should consult an appropriate professional.

Exhibits

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If checked below, the following exhibits are attached and made part of this Estoppel Certificate.

- | | | | |
|--------------------------|------------------------------|--------------------------|--------|
| <input type="checkbox"/> | Exhibit A: Legal Description | <input type="checkbox"/> | _____. |
| <input type="checkbox"/> | Exhibit B: Lease | <input type="checkbox"/> | _____. |
| <input type="checkbox"/> | Exhibit C: Amendments | <input type="checkbox"/> | _____. |
| <input type="checkbox"/> | Exhibit D: Addendums | <input type="checkbox"/> | _____. |
| <input type="checkbox"/> | Exhibit E: Guarantees | <input type="checkbox"/> | _____. |

Lessee Acknowledgement & Representation

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Lessee understands that lenders, buyers, and/or investors may rely upon the statements made in this Estoppel Certificate.
Lessee believes this Estoppel Certificate to be an accurate representation of the Lease.

Lessee

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_____	_____
Lessee's Name	Lessee's Name
_____	_____
Officer's Name, Title	Officer's Name, Title
X _____	X _____
Officer's Signature Date	Officer's Signature Date

Notarization
<p>Date: _____</p> <p>State: _____</p> <p>County: _____</p> <p>This instrument was acknowledged before me by _____ on behalf of _____.</p> <p>Notary Stamp & Signature:</p>

Notarization
<p>Date: _____</p> <p>State: _____</p> <p>County: _____</p> <p>This instrument was acknowledged before me by _____ on behalf of _____.</p> <p>Notary Stamp & Signature:</p>

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