

**TENANT ESTOPPEL CERTIFICATE**

TO: Abo Capital

Loan No: \_\_\_\_\_

Building: \_\_\_\_\_

THIS IS TO CERTIFY THAT AS OF \_\_\_\_\_, 20\_\_\_\_:

1. The undersigned is the present owner and holder of the tenant's interest under that certain agreement of lease dated \_\_\_\_\_, 20\_\_, modified by the agreements, if any, attached hereto pursuant to paragraph2(a) below (the lease, as so modified, being hereinafter referred as the "Lease."), by between \_\_\_\_\_ ("Landlord") or landlord's predecessor in interest (if any) named in paragraph 2(b) below, and \_\_\_\_\_, as tenant, covering those certain premises designated as the floors of portions thereof specified in paragraph 2 ( c ) below (the "Premises") in the building (the " Building") which has an address of \_\_\_\_\_, and which is part of the development commonly known as \_\_\_\_\_.

2. (a) A true, correct and complete copy of the Lease (including all amendments and supplements thereto and modifications thereof) us attached hereto.

(b) The original landlord under the lease was \_\_\_\_\_.

(c) The Premises covered by the Lease is for Suite No. \_\_\_\_\_if applicable: in addition, Pursuant to the terms of the Lease, the undersigned has the right to use or rent \_\_\_\_ unassigned parking spaces near the Building or in the garage portion of the Building during the term of the Lease)

(d) The term of the Lease has commenced and will expire on \_\_\_\_\_, subject to any renewal or cancellation rights specified in the Lease. The undersigned does not have any option or right to renew or cancel the Lease, nor to lease additional space in the Premises, nor to use any parking other than that specified in paragraph 2 ( c ) above, nor to purchase any part of the Premises, except in each case as specified in the Lease

(e) The annual minimum rent currently payable pursuant to the lease is at the rate of \$ \_\_\_\_\_ and has been paid through \_\_\_\_\_, 20 \_\_\_\_\_. (if applicable: The annual percentage rent currently payable pursuant to the Lease is at the rate of \_\_\_\_\_ and has been paid through \_\_\_\_\_, 20 \_\_\_\_\_.)

(f) If applicable: Additional rent for (i) operating, maintenance, and/or repair expenses, (ii) property taxes, (iii) consumer price index cost of living adjustments, and (iv) percentage of gross sales adjustments (i.e. , adjustments made based on underpayments of percentage rent) is payable pursuant to the Lease and has been paid in accordance with Landlord's rendered bills through \_\_\_\_\_. The base year amounts for the additional rent items are as follows: (i) operating, maintenance and/or repair expenses \$ \_\_\_\_\_, (ii) property taxes \$ \_\_\_\_\_, and (iii) consumer price index \_\_\_\_\_(please indicate base year CPI level).

(g) Landlord currently holds a security deposit in the amount of \$ \_\_\_\_\_, which is to be applied by Landlord or returned to the undersigned in accordance with the terms of the Lease. The undersigned acknowledges and agrees that Lender shall halve no responsibility or liability for any security deposit, except to the extent such security deposits has been actually received by Lender.

3. (a) The lease constitutes the entire agreement between the undersigned and Landlord with respect to the Premises, has not been modified, changed, altered or amended, and is in full force and effect.

(b) To the best knowledge of the undersigned, no party to the Lease is in default thereunder.

(c) To the best knowledge of the undersigned, no event has occurred that, with the giving of notice or passage of time, or both would constitute such a default. The interest of the undersigned in the Lease has not been assigned or encumbered. The undersigned is not entitled to any credit against any rent or other charge or rent concession under the Lease except as set forth in the Lease. No rental payments have been made more than one month in advance.

4. All Contributions required to be paid by Landlord to date for improvements to the Premises have been paid in full and all of landlord's obligations with respect to tenant improvements have been fully performed. The undersigned has accepted the Premises, subject to no conditions other that those set forth in the Lease

5. There are no actions, whether voluntary or otherwise, pending against the undersigned or any guarantor of the undersigned obligations under the Lease pursuant to the bankruptcy or insolvency laws of the United States or any state thereof.

TENANT

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SIGNATURE

DATE

LANDLORD

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SIGNATURE

DATE