

FORM OF TENANT ESTOPPEL CERTIFICATE

TO: [_____] (“**Landlord**”)
[_____]
[_____]
[_____]
Attn: [_____]

RE: Lease Agreement dated _____ (the "**Lease**"), _____
 ("**Landlord**"), and _____ ("**Tenant**"). Capitalized terms not defined
 herein shall have the meanings ascribed to them in the Lease.

“**Premises**”: _____ rentable square feet in space number ____ of the building
 known as _____ (the "**Property**")

Ladies and Gentlemen:

We are the Tenant under the Lease described above. We give you this certification (this
 “**Certification**”) to permit you, your successors, any present and future partners and your and
 their assigns, and any mortgagee (and the mortgagee's successors or assigns) to rely on it as
 conclusive evidence of the matters stated below, in evaluating both the Property and a possible
 loan secured by the Property, which includes the Premises. We certify to you, your successors,
 any present or future partners and your and their assigns, and your mortgagee, as follows:

1. Tenant is the tenant under the Lease, which demises the Premises, which
 has been amended, modified, supplemented or extended only by the following (if none, write
 “None” or leave blank, in which case the response will be deemed to be “None”):

_____ (collectively, “**Lease**”), and there are no other
 agreements binding upon the Landlord with respect to the Premises.

2. The Lease is in full force and effect and represents the entire agreement
 between Tenant and Landlord relating to the Property.

3. The current term of the Lease expires on _____. Tenant has
 only _____ remaining consecutive option(s) to renew the term of the Lease for _____ year(s)
 each. If all remaining options were exercised, therefore, the Lease would expire on
 _____.

4. No rents have been prepaid, all rent concessions and abatements have
 expired, there are no existing or future payments, reimbursements or contributions of any kind
 owed to Tenant by Landlord in connection with the Lease. Tenant is not entitled to any free rent,
 rent credit, partial rent, rebates, rent abatements or rent concessions of any kind, and all
 conditions of the Lease, all work required to be performed and all contributions or allowances to
 be paid by Landlord have been satisfied or completed, except as follows (if none, write “None”
 or leave blank, in which case the response will be deemed to be “None”):

_____.

5. Tenant's security deposit held by Landlord under the Lease is \$_____ in cash / a letter of credit (please indicate the form of the deposit), of which \$_____ has been applied to Tenant's obligations under the Lease.

6. As of the date hereof, there are no offsets or credits against rentals due and payable under the Lease and there are no existing credits, defenses, offsets or counterclaims which the undersigned has against Landlord or the enforcement of the Lease by Landlord.

7. There are no defaults, claims thereof, or any condition which with the giving of notice and/or passage of time could become a default by either Landlord or Tenant with respect to their respective obligations under the Lease or in the performance of any term, covenant or condition contained in the Lease.

8. Tenant has not been granted (a) any option to extend or renew the term of the Lease except as identified above, (b) any option to expand the Leased Premises or to lease additional space within the Property, (c) any right of first refusal, right of first offer, or option to buy or lease any portion of the Property.

9. The undersigned and the person(s) executing this Certificate on behalf of the undersigned have the power and authority to render this Certificate.

[Remainder of page intentionally blank]

This Certificate is for the benefit of and may be relied upon by Landlord investors in Landlord and its parent entities, lenders to Landlord, and their respective successors and assigns.

Dated: ____ ____, 2014

TENANT: _____

By: _____

Its: _____

The undersigned, being the guarantor or other surety of the obligations of Tenant under the Lease, does hereby ratify and affirm the obligations of the undersigned as such guarantor or other surety of such obligations and affirms that such obligations are binding and enforceable against the undersigned and that the guaranty set forth in, attached to or entered into in connection with the Lease is in full force and effect in accordance with its terms as of the date hereof.

Date: _____ ____, 2014

GUARANTOR: _____

By: _____

Its: _____