

Exhibit C

Form of Estoppel

For purposes of this Estoppel Certificate, the following terms shall have the meanings assigned below:

PROPERTY:

DEMISED PREMISES:

LANDLORD:

TENANT:

LEASE:

GUARANTY:

Landlord hereby certifies and warrants as follows:

1. Tenant is the present occupant of the Demised Premises, which comprises _____ square feet of the Property.
2. The Lease is in full force and effect and has not been amended, modified or assigned except as set forth above. The Lease contains all of the understandings and agreements between Landlord and Tenant regarding the Demised Premises.
3. The commencement date of the term of the Lease is _____, and the expiration date is _____. The term of the Lease has commenced.
4. Option(s) to extend the term of the Lease, if any, are as follows: _____.
5. Option(s) to expand the Demised Premises, if any, are as follows: _____.
6. Right(s) of first refusal under the Lease, if any, are as follows: _____.
7. Option(s) to terminate the Lease, if any, are as follows: _____.
8. Option(s) to purchase the Property, if any, are as follows: _____.
9. The Lease provides for rent payable as follows: (a) Tenant pays a current fixed monthly rent of \$_____ (“Base Rent”); and (b) Tenant pays _____% of _____ (“Additional Rent”).
10. Base Rent has been paid through _____; Additional Rent has been paid through _____. No rent has been paid in advance under the Lease. There are no disputes with Tenant regarding Base Rent or Additional Rent, and Tenant does not owe Landlord any sums or reimbursements.

11. A security deposit of \$_____ has been paid by Tenant pursuant to the Lease.
12. Tenant is not in default under the Lease and no condition exists, which with the giving of notice or the passage of time, or both, would constitute a default by Tenant under the Lease. Tenant is current in the payment of any taxes, utilities, common area maintenance payments, and all other charges, if any, required to be paid by Tenant under the Lease.
13. Any improvements required to be made by Tenant under the Lease have been completed to Landlord's satisfaction and the space required to be delivered to Tenant pursuant to the Lease has been duly delivered. Any tenant improvement allowance or build-out allowance or other similar payment to be provided by Landlord under the Lease has been paid in full to Tenant.
14. Landlord is not in default under the Lease and no condition exists, which with the giving of notice or the passage of time, or both, would constitute a default by Landlord under the Lease. Tenant is not entitled to any credit, offset or deduction in rent, nor has Tenant asserted any defense, claim, counterclaim or set-off against Landlord for any failure of performance of any of the terms of the Lease.
15. The person signing this Estoppel Certificate is duly authorized to sign this Estoppel Certificate on behalf of Landlord.
16. The current billing address and notice address for Landlord are as set forth below:

Landlord's Address for Payment: Landlord's Address for Notice Purposes:

Landlord executes this Estoppel Certificate for the benefit and protection of Tenant and for _____ with the understanding that Tenant and _____ will rely upon this Estoppel Certificate in connection with the proposed **[assignment of Lease/sublease transaction]**.

Dated: _____, 20__

LANDLORD:

By: _____