THIS OFFICIAL FORM MUST NOT BE MODIFIED

COMMONWEALTH OF MASSACHUSETTS
TENANT ESTOPPEL CERTIFICATE

Date of Certificate:

To: Landlord named in this Tenant Estoppel Certificate

Landlord:

Tenant: Commonwealth of Massachusetts acting by and through its Division of Capital Asset Management and Maintenance on behalf of the User Agency, _____

Lease: Lease between Landlord and Tenant dated _____, as modified by the following:

_____, dated _____
_____, dated _____
_____, dated _____

Building: _____

Premises: _____ usable square feet on the _____ floor(s) of the Building, as more particularly described by the Lease

Lease Provisions:

Term Commencement Date: _____

Scheduled Expiration Date: _____

(Subject to any provision for renewal or extension or for earlier termination of the Term that may be provided by the Lease, as modified.)

Amount of monthly rent: _____

Date through which rent has been paid: _____

Number of reserved parking spaces: _____

Tenant certifies that the preceding and following representations in this certificate are true:

1. Lease:

   Except as provided by Exhibit A:

   (a) The Lease is in full force and effect according to the Lease's provisions and has not been modified, except as noted above. The Lease, as so modified (if applicable), constitutes the entire agreement between Landlord and Tenant with respect to the Premises.

   (b) The Term began on the Term Commencement Date and is scheduled to expire on the Scheduled Expiration Date. Tenant has no right or option to renew or extend the Term or to expand or purchase the Premises, except as provided by the Lease.

2. Defaults and Defenses:

   Except as provided by Exhibit A:

   (a) There is no Event of Default (as defined by the Lease) by either Landlord or Tenant under the Lease.

   (b) To the best of Tenant's knowledge, no event has occurred that, with the giving of notice or the passing of time, would result in an Event of Default by Landlord under the Lease.

   (c) To the best of Tenant's knowledge, Tenant has no defenses against the enforcement of the Lease and no charges, liens, or offsets against payment of rent due or to become due.

3. Rent:

   Except as provided by Exhibit A:

   (a) No rent has been paid more than one month in advance of the rent-payment's due date.

   (b) Except as otherwise provided by the Lease, Tenant is not entitled to, and has not made any agreement with the Landlord or Landlord's agents or employees concerning, free rent, partial rent, rebate of rent payments, credit or deduction in rent, or any other rental concession.

4. Landlord's Improvements:

   Except as provided by Exhibit A:

   (a) All of the Landlord's Improvements (as defined by the Lease) to be provided by Landlord have been completed to Tenant's satisfaction. To the best of Tenant's knowledge, all of the obligations on the part of the Landlord under the Lease for the completion of the Landlord's Improvements have been carried out and fully completed, and Tenant has no claim against Landlord for lack of completion of

the Landlord's Improvements or any known defect in the Landlord's Improvements.

(b) Tenant is not aware of any defects in the Premises or in any of the Landlord's Improvements constructed elsewhere in the Building.

5. Occupancy:

Except as provided by Exhibit A:

(a) Tenant occupies the entire Premises for the purposes permitted by the Lease and is actively conducting Tenant's business in the Premises.

(b) As provided by the Lease or otherwise, Tenant has not transferred any portion of the Premises or assigned any of Tenant's rights under the Lease.

Executed as a sealed instrument, governed by the laws of the Commonwealth of Massachusetts, and effective on the date first written above.

TENANT: **COMMONWEALTH OF MASSACHUSETTS ACTING BY AND THROUGH THE COMMISSIONER OF ITS DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE**

By: _____
Adam Baacke, Commissioner

USER AGENCY: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A