LESSEE ESTOPPEL CERTIFICATE

Date: \_\_\_\_\_\_\_\_\_\_

From: The Curators of the University of Missouri, a Missouri public corporation (“University”)

Attention: \_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_

Re: [TITLE OF LEASE DOCUMENT], dated \_\_\_\_\_\_\_\_\_\_, as amended \_\_\_\_\_\_\_\_\_\_ (“Lease”), between the University, as tenant/lessee, and \_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_, as landlord/lessor (“Lessor”), relating to the [DESCRIPTION OF LEASED PREMISES] as further described in the Lease (“Premises”).

This Certificate is being delivered to \_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_ (“Certificate Holder”), in connection with the [DESCRIPTION OF TRANSACTION, e.g., sale, financing, and/or refinancing of the building containing the Premises].

The University hereby certifies, to the best of its knowledge and as of the date hereof, with respect to the Lease, as follows:

1. A correct and complete copy of the Lease, including all amendments, extensions, supplements, and assignments thereto, is attached hereto as Exhibit A.
2. The lease commencement date was: \_\_\_\_\_\_\_\_\_\_. The current lease term or renewal commenced: \_\_\_\_\_\_\_\_\_\_, and expires: \_\_\_\_\_\_\_\_\_\_. There are no options for the University to extend or renew the term after the expiration of the current lease term except: \_\_\_\_\_\_\_\_\_\_.
3. The amount of the security deposit is: \_\_\_\_\_\_\_\_\_\_. The amount of the base rent currently due per month is: \_\_\_\_\_\_\_\_\_\_. Base rent has been paid through: \_\_\_\_\_\_\_\_\_\_, and no rent has been paid more than one month in advance except: \_\_\_\_\_\_\_\_\_\_.
4. The University has accepted the Premises and is currently in possession.
5. The Lease is currently in full force and effect and represents the legal, valid, and binding obligation of the Certifying Party in accordance with its terms and generally applicable legal principles.
6. The University has no existing setoffs or defenses against the enforcement of the Lease.
7. The University is not in default under the Lease, and no facts or circumstances exist which would, but for the passage of time or the giving of notice, or both, constitute a default by the Lessor thereunder.

The University shall not be subject to any liability under or in connection with this Certificate; provided, that, it shall be estopped from denying any of its certifications contained herein with respect to said Certificate Holder and its successors and assigns. This Certificate and the certifications contained herein are for the sole benefit of the Certificate Holder and its successors and assigns, and not for the Lessor or any other person or entity as third party beneficiary or otherwise. This Certificate shall not be recorded.

Each individual whose signature appears below is duly authorized to execute this Certificate on behalf of the University and is the incumbent in the office indicated under his or her name.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the date set forth above.

THE CURATORS OF THE UNIVERSITY OF MISSOURI

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

David J. Sheahen

Assistant Vice President, Management Services

EXHIBIT A

Lease