****

**UNITED STATES DEPARTMENT OF THE INTERIOR**

**BUREAU OF INDIAN AFFAIRS - PALM SPRINGS AGENCY**

**ESTOPPEL CERTIFICATE**

The purpose of this certificate is to confirm the current status of matters relating to the Lease described below. This Estoppel Certificate is for the benefit of ­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Lessee), and the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Lessor), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Lender), and for no other person or entity.

1. The \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ are the current Lessors and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, is the current lessee under that certain Business lease PSL-\_\_\_\_\_, hereinafter referred to as the Lease.
2. The Lease commenced on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and the Tenant is in full and complete possession of the premises demised under the Lease and has commenced full occupancy and use of the Premises. The Tenant is operating at the Premises under the name of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
3. The Term of the Lease shall expire on \_\_\_\_\_\_\_\_\_.
4. Renewal Option (if any) \_\_\_ Exercise \_\_\_ Not Exercise
5. The amount of Guaranteed Minimum Annual Rental is: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
6. The rent is paid monthly/quarterly/annually and is current as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
7. If applicable, Schedule of Gross Receipts for the most recent fiscal year (as defined in the Lease) are \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; and
8. If applicable, all percentage rent payable under the terms of the Lease has been paid for the period \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
9. To the best of the Secretary’s knowledge, tenant is paying the full lease rental which has been paid in full as of the date hereof. No rent or other charges under the Lease have been paid for more than thirty (30) days in advance of its due date.
10. To the best of the Secretary’s knowledge, there are no defaults on any part of the Lessee.
11. The Lease ( ) has not been encumbered.
12. The Lease ( ) has been and may be encumbered by the following described agreements:

|  |  |  |  |
| --- | --- | --- | --- |
| Date Approved | Parties to DOT | Amount | Reconveyed |
|  |  | $ |  |

1. The Lease has: ( ) not been amended, modified, supplemented, extended, renewed or assigned.

1. The Lease has: ( ) been amended, modified, supplemented, extended, renewed or assigned by the following described terms or agreements: See Exhibit B
2. **SEE EXHIBIT “A” FOR LEGAL DESCRIPTION (*Lessee to provide*)**
3. **SEE EXHIBIT “B” FOR RECTIALS (*Lessee to provide*)**

Nothing in this Estoppel Certificate shall serve to abrogate or amend the terms of the Lease.

|  |  |
| --- | --- |
| Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Superintendent  Palm Springs Agency  Bureau of Indian Affairs  Pursuant to the authority delegated by 209 DM 8, 230 DM 1, and 3 IAM 4 and Sacramento Redelegation Order No. 1 (43 F.R. 30131, dated July13, 1978). |