

## TENANT ESTOPPEL CERTIFICATE

This TENANT ESTOPPEL CERTIFICATE (this “*Certificate*”), dated as of September \_\_, 2022 (the “*Effective Date*”) is executed by Lakeland University, Inc. a Wisconsin non-stock corporation (formerly known as Lakeland College) (the “*Tenant*”).

Corben Lakeland, LLC, a Wisconsin limited liability company (“*Lessor*”) currently leases the real property described in the Lease (defined below) to Tenant pursuant to the terms of that certain lease with Lessor, dated June of 2012 (the “*Lease*”), under the terms of which Tenant leases from Lessor land situated in the City of Madison, County of Dane, State of Wisconsin, more particularly described and depicted in the Lease attached hereto as Schedule 1 and made a part hereof (the “*Premises*”). All section references in this Certificate refer to the Lease.

Lessor desires to assign its interest in the Lease to the South Central Library System (“*Transferee*”), and Transferee desires to accept Lessor's interest in the Lease.

Tenant hereby certifies, as of the Effective Date, to Transferee that:

1. Tenant (a) leases the land under the Premises from Lessor under the Lease, and (b) is the tenant under the Lease. Tenant has received no written notice that Lessor has assigned or will assign the Lease and its leasehold interests therein except to Transferee.

2. The Lease attached hereto as **Schedule 1** is a true, complete, and correct copy of the Lease and represents the entire understanding between Lessor and Tenant regarding the Lease. Unless otherwise provided for herein, the Lease is in full force and effect and there has been no other amendment, modification, supplement, extension or assignment of any kind or nature varying the stated terms and conditions thereof. Tenant has not assigned or transferred the Lease. Tenant has not entered into any sublease arrangement with respect to the Lease or Premises.

3. The rent due under the Lease has been paid through September 30, 2022. The monthly rent under the Lease is \$27,696.57 per month. Tenant acknowledges that upon the assignment of the Lease to Transferee the Tenant will acknowledge, recognize, and attorn to the Transferee as the Landlord (as such term is used in the Lease) under the Lease. From and after the effective date of such assignment of the Lease to Transferee, all rent due and payable under the Lease from Tenant to the Landlord under the Lease will be paid to the Transferee as the Landlord under the Lease.

4. The Initial Term (as defined in the Lease) expires on December 31, 2022. The Tenant has not exercised any renewal or extension options under the Lease.

5. Tenant has no option to purchase the Premises.

6. To the actual knowledge of Tenant, neither Lessor nor Tenant is in default under the terms of the Lease. No controversy presently exists between Lessor and Tenant, including any litigation or arbitration, with respect to the Lease. To the actual knowledge of Lessor, there are no existing or outstanding offsets, counterclaims, defenses, deductions, or credits whatsoever with respect to the Lease, or any amount owing under the Lease.

7. To the actual knowledge of Tenant, the Landlord has performed all of its repair, maintenance and replacement obligations as required of Landlord under the Lease. Further, Tenant has

performed all of its repair, maintenance, and replacement obligations as required of Tenant under the Lease.

8. Tenant has not received written notice of any actual or pending eminent domain proceedings or other governmental actions against Lessor's interest in the Lease. Further, to the actual knowledge of Tenant, there are no code violations or other governmental enforcement actions, pending or threatened, against the Tenant or the Premises.

9. The Landlord's Improvements (as defined under the Lease) have been properly and timely completed in accordance with the terms and conditions of the Lease.

10. The undersigned signatory represents and warrants that he is duly authorized to execute this Certificate on behalf of Lessor.

11. Any current or future lender of the Landlord may rely on the accuracy and truthfulness of the contents within this Certificate in connection with the Lease.

**IN WITNESS WHEREOF**, and intending to be legally bound hereby, the undersigned has duly executed this Certificate as of the date first above written.

**TENANT:**

Lakeland University, Inc. a Wisconsin non-stock corporation

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

Name: James C Jones

Title: Vice President for Human Resources

**SCHEDULE 1**  
**LEASE**

(see attached)

