Tenant’s Estoppel Certificate

PROPERTY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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LEASE DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LANDLORD: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

TENANT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

The undersigned Tenant under the above-referenced lease (the "Lease") hereby certifies to [Lender’s name], successors and assigns, the lender in connection with that certain loan to be made to Landlord, which loan will be secured by certain real property located in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, commonly known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and having a street address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and of which Tenant’s leased space (the “Premises”) is a part, as follows:

1. A true, complete, and correct copy of the Lease is attached hereto as Exhibit "A". Other than as attached on Exhibit "A", the Lease has not been modified, changed altered, assigned, supplemented or amended in any respect. The Lease is not in default and is valid and in full force and effect on the date hereof. The Lease represents the entire agreement between the Landlord and the Tenant with respect to the Premises.

2. That the term of 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. That:

(i) the fixed monthly rent of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has been paid to and including \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

 (ii) no advance rental or other payment has been made in connection with the Lease, except rental for the current month;

 (iii) there is no "free rent" or other rent concession or adjustments to which Tenant is entitled under the remaining term of the Lease;

(iv) if applicable, the amount of additional charges payable for the most recently completed computation period are as follows:

(a) percentage rent for the last fiscal year is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

(b) the current monthly common area maintenance charge is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

(c) the current monthly charge for taxes, including real estate, is $\_\_\_\_\_\_\_\_\_\_\_\_;

(d) the current monthly insurance charge is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

(e) the current monthly service charges are $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(v) if applicable, all additional charges payable under the terms of the Lease have been paid through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

(vi) if applicable, the Base Year for the purposes of computing tax escalations or any additional charges is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

(vii) if applicable, gross sales for the most recent fiscal year (as defined in the Lease) are \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; and

(viii) if applicable, all percentage rent payable under the terms of the Lease has been paid for the period \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

4. That a security deposit in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has been delivered to Landlord, which amount is not subject to any set-off or reduction or to any increase for interest or other credit due to Tenant. In addition, if applicable, tenant improvement or similar funds have been delivered to Landlord in the amount of $ .The obligations of Tenant under the Lease are guaranteed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and such guarantor joins with Tenant in execution of this Certificate to acknowledge its concurrence with the statements made herein.

5. That all obligations, commitments, space, payments, repairs, build out allowances, inducements, other sums and conditions under the Lease to be performed to date by Landlord have been satisfied, free of defenses and set-offs including all construction work in the Premises [and all off-Premises improvements, sizes, and facilities as shown on the Survey of the Property dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (a copy of which is attached hereto), and Tenant acknowledges the facts detailed on said Survey are in compliance with all of the terms of the Lease] *{strike through if inapplicable}*.

6. That there is no existing default or unfulfilled obligations on the part of the Landlord in any of the terms and conditions of the Lease, and no event has occurred or condition exists which, with the passing of time or giving of notice or both, would constitute an event of default under the Lease.

7. That the undersigned claims no offsets, set-offs, rebates, adjustments, concessions, abatements or defenses against or with respect to rent, additional rent, security deposits, or other sums payable under the terms of the Lease. Nor is the Tenant aware of any such claims or defenses on the part of the Landlord. The undersigned agrees not to invoke any of its remedies under the Lease during the period in which the Landlord is proceeding to cure any default on the part of Landlord under the Lease, as long as Landlord is acting with due diligence to cure the default.

8. That the Lease provides for a primary term of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ years, which expires on the \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

9. That the Lease makes the following provision for extension of its term beyond the expiration term: (initial one)

( ) neither the Lease nor any of the agreements listed in Paragraph 1 hereof (if any), contain an option(s) or other right to extend for any additional term or terms.

( ) the Lease and/or the agreements listed in Paragraph 1 above contain an option for \_\_\_\_\_\_\_\_\_\_\_ additional term(s) of \_\_\_\_\_\_\_\_ years.

10. Any rights of first refusal to lease additional space or obligations to lease additional space are described as follows:

11. That tenant has no right to terminate the lease other than as a result of a material casualty or condemnation that results in the landlord being unable to substantially restore the premises within a reasonable period of time.

12. That Tenant has no option or right to purchase the Premises or any part thereof.

13. That no violation of any environmental law or regulation has occurred or currently exists with respect to the Premises.

14. That there are no unpaid or outstanding claims, bills or invoices for any labor performed upon or materials furnished to either the Tenant or Premises for which any lien or encumbrance including, without limitation, materialmen, suppliers and mechanic's liens, have been asserted or may be asserted against either the Tenant or Premises.

15. That there are no actions, voluntary or involuntary, pending against the Tenant under the bankruptcy laws of the United States or equivalent laws for debtor relief of any state thereof.

16. That there are no existing, pending or threatened lawsuits affecting the Premises or the Lease or between Tenant and Landlord.

17. That Tenant has all applicable permits, licenses, certificates of occupancy and other documentation required by the applicable governmental authorities in order to operate its business in full accordance with the law.

TENANT:

WITNESS:

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

 Authorized Signatory (Please Print Name)

GUARANTOR:

WITNESS:

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

 Authorized Signatory (Please Print Name)

DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_