

TENANT ESTOPPEL CERTIFICATE

This Tenant Estoppel Certificate is given by _____ (“Tenant”), who leases space from _____ (the “Landlord”) pursuant to that Lease Agreement dated _____, _____ (the “Lease”). Unless otherwise noted as an exception in Section 10, Tenant hereby certifies as follows:

1. **Premises Leased.** The Premises that Tenant leases consists of _____ square feet of space (the “Premises”) in the property known as _____ (the “Property”). Tenant occupies no other space in the Property other than the Premises.

2. **Lease Term; Extensions and Options.** The term of the Lease began on _____, _____ and will end on _____, 20_____. Tenant has accepted the Premises, is in occupancy, and is paying rent under the Lease. Tenant has _____ options to extend the Lease, and each extension is for _____ years. In addition, Tenant does does not have an option to lease other space at the Property, and Tenant does does not have a preferential right to purchase all or any part of the Premises or the Property.

3. **Rent.** Tenant is currently paying base rent under the Lease in the amount of \$_____ and estimated triple net expenses in the amount of \$_____ per month. The Lease provides for a base-year or expense stop in the amount of \$_____. Tenant has paid the rent described above through and including the month of _____, 20_____, and Tenant has paid the estimated triple net expenses described above through the most recent billing period for such charges. Tenant is not entitled to any credits, concessions, bonuses, free rental periods, rebates, or other matters affecting the rent payable by Tenant under the Lease, and Tenant has not paid rent more than one (1) month in advance.

4. **Security Deposit.** A security deposit in the amount of \$_____ has been paid to Landlord under the Lease, and Tenant has not given Landlord any other security or similar deposit.

5. **Assignment/Sublease.** Tenant has not assigned the Lease or sublet any portion of the Premises, and no person or entity other than Tenant is in possession of any portion of the Premises.

6. **Parking.** Tenant is entitled to _____ parking spaces. All of Tenant’s parking spaces are assigned unassigned, and Tenant may use the spaces at no additional charge for \$_____ per month per space.

7. **Landlord’s Obligations.** All of the currently existing obligations of Landlord under the Lease have been duly performed and completed. All improvements or repairs required under the terms of the Lease to be made by Landlord have been satisfactorily completed. All allowances and other payments due to Tenant by Landlord under the terms of the Lease have been paid in full. Tenant certifies that it has no offsets, claims, counterclaims or defenses against the enforcement of the Lease by Landlord, and no events have occurred that could give rise to an offset, claim, counterclaim, or defense against enforcement of the Lease by Landlord.

8. **Bankruptcy.** Neither Tenant nor any guarantor of the Lease is presently the subject of any proceeding pursuant to the United States Bankruptcy Code of 1978, as amended.

9. **Copy of Lease; Modifications.** Tenant certifies that the Lease attached to this Estoppel Certificate as Exhibit A is a true and correct copy of the Tenant’s Lease including all riders, addenda, modifications, or amendments Tenant further certifies that the Lease is in full force and effect and represents the entire agreement between Tenant and Landlord for the Premises. Finally, Tenant certifies that the Lease has not been modified or amended either orally or in writing, except as indicated in the Lease attached as Exhibit A. and that any personal guaranty attached as Exhibit B remains in full force and effect in accordance with its terms.

10. **Exceptions.** Tenant acknowledges that the information contained in this Estoppel Certificate is accurate, except as follows: _____



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(Continued).

11. Tenant Acknowledgments. Tenant acknowledges that: (a) a potential buyer and its lender will rely on the statements of Tenant in making the decision to purchase the Property from Landlord or to finance buyer's purchase of the Property, (b) this certificate shall inure to the benefit of the actual buyer and its Lender and their respective successors and assigns, and (c) Landlord may assign its interest in the Lease to the actual buyer and Tenant agrees, upon receipt of notice of such assignment from Landlord and the buyer, to attorn to the buyer and to perform all of Tenant's obligations under the Lease, including, without limitation, the payment of rent, directly to the buyer as Landlord, from and after the date of such notice.

12. Signatory Authority. The person signing this certificate on behalf of Tenant warrants that it is duly authorized to execute and deliver this certificate for and on behalf of Tenant.

Tenant: _____
Name and type of entity

By: _____
Signature and title

Date: _____