

Tenant Estoppel Letter

PURCHASER:

Date:

RE: SALE FROM _____ TO _____

The Undersigned Tenant acknowledges that _____ (“Purchaser”) is purchasing certain property, commonly known as: _____, and that as a condition precedent to such purchase, Purchaser is requiring, and will rely upon, this certification for the undersigned.

The undersigned further acknowledges that it is a party to a certain Lease dated _____ by and between _____ (the “Landlord”) and the undersigned (the “undersigned”).

With respect to the Lease, the Undersigned hereby certifies and confirms to you that:

1. Attached hereto as Exhibit “A” is a true, correct and complete copy of the Lease, together with each and every amendment, addendum, rider or supplement with respect thereto.

2. The Undersigned has entered into occupancy of the premises and opened for business on _____.

3. The Undersigned is currently using the premises as a _____ as required in the Lease.

4. The terms and provisions of the Lease are in full force and effect, and have not been altered, modified, supplemented, or otherwise amended in any way.

5. The term of the Lease commenced on _____ and will expire on _____. The Undersigned has options to renew the terms of the lease for periods of _____ years each.

6. The fixed monthly rent payable under the Lease is as set forth below and has been paid through _____.

Monthly Rental: \$_____

Lessee pays _____% of increase in taxes as per lease agreement.

Tenant pays all utilities.

7. The security deposit from the Undersigned to the Landlord is \$_____.

8. All items of construction, if any, are required to be completed by the Landlord, and have been satisfactorily completed in accordance with the terms and conditions of the Lease, and any payments, credits or inducements made or to be made to the Undersigned by Landlord under the terms of the Lease have been fully performed.

9. The square footage that is utilized to compute the Undersigned's Additional rent (if any) provided in the Lease is _____ square feet.

10. The Undersigned has not performed any work or taken any action or is not presently performing any work or taking any action for which it expects reimbursement from Landlord under the provisions of the Lease, and there are no set-offs, claims, or defenses being asserted by the Undersigned against Landlord for the enforcement of the Landlord's or the Undersigned's obligations under the terms of the Lease. The Undersigned has no defense, set-offs, or counterclaims to the payment of rent, and all other amounts due from tenant to Landlord under the Lease.

11. The Undersigned has not given notice to or made a demand upon Landlord under the terms of the Lease are hereby ratified. All capitalized terms used herein shall have the meanings ascribed to them in the Lease.

12. All provisions of the Lease are hereby ratified. All capitalized terms used herein shall have the meanings ascribed to them in the Lease.

13. The Undersigned acknowledges that Purchaser and its designees, participants, successors and assigns will rely and shall have the right to rely on this certification, and that for purposes of the Lease they shall be recognized as "Landlord" upon the completion of the transaction contemplated in that certain sale and purchase agreement dated _____.

14. The Undersigned has not been granted and has not exercised any options or right of expansion, purchase, or first refusal concerning the Lease or the premises, except as may be stated in the copy of the Lease attached.

15. Landlord has not given consent to Tenant (for example, consent to Lease or alter the premises) that is required under the Lease or the premises, except as may be stated in the copy of the Lease attached.

16. The Undersigned has not filed and is not the subject of any filing for bankruptcy or reorganization under federal bankruptcy laws.

17 The address for notices to tenant under the Lease is correctly set forth above.

Very truly yours,

By: _____

It's: _____