**SAMPLE TENANT ESTOPPEL CERTIFICATE**

The purpose of this certificate (“herein after called the “Estoppel Certificate”) is to confirm the current status of the matters pertaining to the Lease set forth below by and between \_\_\_\_\_\_\_\_\_\_\_\_\_, a California Corporation (Landlord/Lessor) and \_\_\_\_\_\_\_\_\_, a Florida Limited Liability Company (Tenant/Lessee). This document is for the benefit of the Landlord/Lessor and the \_\_\_\_\_\_\_\_\_\_\_\_\_ (herein after referred to as the “Lender”) and for no other party or entity.

1. The undersigned is the Tenant /Lessee under the lease agreement (hereinafter the “Lease”) dated \_\_\_\_\_\_\_\_, 2001, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_, a California Corporation (“Landlord/Lessor”) and \_\_\_\_\_\_\_\_\_\_\_\_\_, a Florida Limited Liability Company (“Tenant/Lessee”) for the space consisting approximately \_\_\_ rentable square feet commonly known as \_\_\_\_\_\_\_\_\_ (“Premises”). The Premises is located in the building and/ or project located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. A copy of the Lease (including but not limited any amendments and modifications, if any) are attached hereto as Exhibit A, aside from the foregoing, there are no other amendments or modifications related to the Lease.

2. The Premises has been accepted and is currently being occupied by the Tenant pursuant to the terms of the Lease. The Commencement Date of the Lease is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

3. The Term of the Lease is \_\_\_\_\_\_\_\_\_\_\_months; and will expire on the Lease Termination Date which is \_\_\_\_\_\_\_\_\_\_\_\_ (subject to any Renewal Option set forth below).

4. Tenant has \_\_\_\_\_ (one, two….) Option to Renew the Lease for \_\_\_\_years at the Lease Termination Date.

5. Tenant has claimed that the Landlord has failed to perform the following obligation pursuant to Section \_\_\_\_ of the Lease: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. (if applicable)

6. The current monthly Base Rent payable by Tenant to the Landlord is $ \_\_\_\_\_\_\_\_\_\_, together with the current estimated monthly Operating Expenses which is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (collectively the “Rent”). Tenant has paid in full to Landlord the Rent due for the current month; which is due payable on or before the first of each calendar month of the Term as set forth in the Lease; aside from the foregoing, Tenant has no other rental obligations for the current month, subject to the terms of the Lease.

7. Landlord is currently holding Security Deposit for the Tenant in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_. (or if applicable, Landlord is currently holding a Letter of Credit in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_for the Tenant).

8. Tenant acknowledges that this Estoppel Certificate and the statements contained herein may be conclusively relied upon the Landlord and the Lender, and shall be executed by the Tenant and delivered to the Landlord within ten (10) days after the written request from Landlord; failure to execute and deliver the Estoppel Certificate by Tenant within such ten day period, shall mean that the Tenant is in agreement with the statements contained in herein and this Estoppel Certificate shall be binding on the Tenant.

This Estoppel Certificate is dated and executed on \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_. (“Date of the Estoppel Certificate”).

**Tenant**

\_\_\_\_\_\_\_\_\_\_\_\_\_,

a Florida Limited Liability Company

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

Signature

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

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_