

ESTOPPEL CERTIFICATE

Tractor Supply Company, a Delaware corporation, as "Tenant", and DMK Development - Sheridan LLC, as "Landlord", are parties to a lease dated June 25, 2014, for certain real property located at 1140 E. Brundage Lane, Sheridan, WY. 82801 as described on Exhibit A attached hereto and made a part hereof, together with the improvements located thereon (collectively, the "Demised Premises"). Tenant hereby certifies to FEM East Brundage Lane LLC, (the "Purchaser"), and First Interstate Bank, (the "Mortgagee"):

1. The Tenant is the owner and holder of all rights, title and interest in the leasehold estate created by the Lease.

2. The Lease having an Effective Date of June 25, 2014, is in full force and effect and has not been modified, supplemented, canceled or amended in any respect except as follows: First Amendment of Lease dated March 2, 2015.

3. The Term of the Lease commenced on January 31, 2015, and continues through January 31, 2030, unless terminated or extended as provided in the Lease. Tenant is obligated to pay rent in monthly installments in the amount of Twenty-eight thousand three hundred sixty-seven 42/100 dollars (\$28,367.42), subject to any offsets or deductions as provided in the Lease, which rent has been paid for the month of October 2019. No installment of rent has been or will be prepaid more than thirty (30) days before it comes due.

4. To the best of Tenant's knowledge, no event has occurred or is continuing which would constitute a default by the Landlord under the Lease or would constitute such a default but for the requirement that notice be given.

5. This Certificate has been duly authorized, executed and delivered by Tenant and constitutes a legal, valid and binding instrument enforceable against Tenant in accordance with its respective terms, except that such other terms may be limited by bankruptcy, insolvency or similar laws affecting creditor's rights generally and general principles of equity.

6. The execution and delivery of this Certificate shall in no way expand the rights or obligations of the Landlord and Tenant arising under the Lease. By issuance of this Certificate, Tenant makes no representations or warranties with regard to Landlord's performance of any obligations under the Lease.

7. This Certificate shall be governed by the laws of the State in which the Demised Premises are located.

8. All defined terms shall have the meaning set out in the Lease unless otherwise defined in this Certificate.

9. The statements contained in this Certificate are accurate only as of the date of execution. Tenant has no duty to update this Certificate.





10. The Lease requires Landlord to obtain Tenant's prior written consent to an assignment of the Lease by Landlord except for an assignment (i) of right to payments, (ii) to a mortgagee from whom a (subordination,) non-disturbance and attornment agreement has been obtained in accordance with Section 43 of the Lease, or (iii) in conjunction with the transfer of fee simple title in accordance with Section 48 of the Lease.

[Signature appears on following page.]



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EXHIBIT A

LEGAL DESCRIPTION OF THE DEMISED PREMISES

Tract 2 (EXCEPT the East 60 feet thereof) and all of Tracts 3 and 4 of Brundage Place, a Subdivision in Sheridan County, Wyoming, as recorded in Book 2 of Plats at Page 22 in the Office of the County Clerk of Sheridan County, Wyoming.



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IN WITNESS WHEREOF, this Certificate has been duly executed by the undersigned as of
October 11, 2019.

TENANT:

**TRACTOR SUPPLY COMPANY, a Delaware
corporation**

BY: 

Michael T. Miller, Vice President-Real Estate and
Construction

NO. 2019-753614 CERTIFICATE - LEGAL
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WILCOX AGENCY
SHERIDAN WY 82801

