[Date]

[Borrower Name]
[Borrower Address]
[City, State, Zip Code]

Re: Conditional Waiver of Financial Covenant Non-Compliance

Dear [Contact Person Name],

This letter refers to the [Name of Loan Agreement] dated [Original Date of Agreement] (the "Agreement") between [Borrower Name] ("Borrower") and [Lender Name] ("Lender").

The Borrower has notified the Lender that it is in breach of the following financial covenant(s) for the period ending [Date]:

- [Description of Covenant, e.g., Debt Service Coverage Ratio]
- [Description of Covenant, e.g., Maximum Leverage Ratio]

At the request of the Borrower, the Lender hereby agrees to waive the specific defaults arising from the non-compliance noted above, subject to the following conditions:

1. **[Condition 1, e.g., Injection of Equity]:** The Borrower must provide evidence of an equity injection of no less than $[Amount] by [Date].
2. **[Condition 2, e.g., Reporting]:** The Borrower shall provide monthly management accounts within [Number] days of each month-end.
3. **[Condition 3, e.g., Waiver Fee]:** Payment of a non-refundable waiver fee in the amount of $[Amount] due by [Date].

This waiver is limited strictly to the specific instances of non-compliance described herein and for the specific period mentioned. It does not constitute a waiver of any subsequent breach of the same covenant or any other provision of the Agreement. All other terms, conditions, and remedies available to the Lender under the Agreement remain in full force and effect.

Failure to satisfy the conditions set forth in this letter by the respective dates will result in this waiver being rendered null and void, and the Lender reserves the right to exercise any and all remedies available under the Agreement.

Please acknowledge your agreement to these terms by signing and returning a copy of this letter.

Sincerely,

[Lender Representative Name]
[Title]
[Lender Name]

ACKNOWLEDGED AND AGREED:

By: ___________________________
Name: [Borrower Authorized Signatory]
Title: [Title]
Date: ___________________________