

CERTIFICATE

TENANT ESTOPPEL CERTIFICATE

Certification of Lease Terms and Status

TO: _____ (prospective purchaser) and/or
_____ (prospective lender), and their respective successors and
assigns (together, the "Reliance Parties").

RE: Leased premises located at: Street address / unit: _____, City:
_____, State of _____, ZIP: _____ (the "Premises").

The undersigned tenant ("Tenant") understands that the Reliance Parties intend to purchase the property containing the Premises and/or make a loan secured by it, and that they will rely on the statements in this Certificate. Tenant certifies to the Reliance Parties as follows:

1. LEASE. Tenant leases the Premises under a lease dated _____, 20____, between
_____, as landlord ("Landlord"), and
_____, as tenant (the "Lease").

2. FULL FORCE; NO MODIFICATIONS. The Lease is in full force and effect and has not been amended, modified, extended, or supplemented, whether orally or in writing, except as follows (write "NONE" if none):

3. RENT. The current monthly rent is \$_____, payable in advance on the _____ day of each month. Rent has been paid through _____, 20____.

4. SECURITY DEPOSIT. Landlord holds a security deposit of \$_____. Tenant has paid no other deposits, and no portion of the deposit has been applied, except as follows (write "NONE" if none):

5. LAST MONTH'S RENT. Landlord holds prepaid last month's rent of \$_____ (write "NONE" if none), which is separate from and in addition to the security deposit stated in Section 4.

6. TERM. The Lease term commenced on _____, 20____, and expires on _____, 20____ ☐ or the Lease is currently month to month.

7. OPTIONS. Tenant has (check one):
☐ NO option or right to renew or extend the Lease, to purchase the Premises, or of first refusal or first offer;
or
☐ only the following options or rights (describe fully): _____

8. NO LANDLORD DEFAULT. To Tenant's knowledge, Landlord is not in default under the Lease, has performed all obligations required of it to date, and there are no unperformed repair, improvement, or allowance obligations owed to Tenant, except as follows (write "NONE" if none):

9. NO PREPAID RENT. Tenant has not paid any rent more than one month in advance, except any last month's rent stated in Section 5 and except as follows (write "NONE" if none):

10. NO OFFSETS OR CLAIMS. Tenant has no defense, offset, credit, deduction, counterclaim, or claim against Landlord or against the payment of rent or other amounts due under the Lease, and Tenant is not in default under the Lease.

11. OCCUPANCY. (Check one.)

☐ Tenant occupies the entire Premises and has not assigned the Lease or subleased any portion of the Premises; or

☐ Tenant has assigned or subleased as follows (describe):

12. UTILITIES. Utilities for the Premises are paid as follows: paid by Tenant:
_____; paid by Landlord:
_____.

13. OCCUPANTS AND PETS. The persons occupying the Premises are:

Pets on the Premises: ☐ Yes (describe): _____ ☐ No.

14. NO BANKRUPTCY. No voluntary or involuntary bankruptcy, insolvency, or similar proceeding is pending or, to Tenant's knowledge, threatened by or against Tenant, and no assignment for the benefit of creditors has been made by Tenant.

15. RELIANCE. Tenant acknowledges that the Reliance Parties will rely on this Certificate in purchasing the property and/or making a loan secured by it, and that this Certificate binds Tenant and Tenant's successors and assigns. The person signing below is authorized to sign this Certificate on behalf of Tenant.

I declare under penalty of perjury that the statements above are true and correct to the best of my knowledge.

TENANT signature Date

TENANT printed name (and title, if entity)

TENANT 2 signature (if applicable) Date

TENANT 2 printed name