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Estoppel Certificate -- Landlord To Tenant Or Assignee

[TENANT'S or ASSIGNEE'S NAME]

[ADDRESS]

Attention: ^

Re: ^ (the "**Building**")

Gentlemen:

The undersigned ("**Landlord**") is the owner of the Building, a portion of which is subject to a certain lease (which lease and all amendments and other agreements referred to in Paragraph 1 below collectively are referred to herein as the "**Lease**") dated ^, 200x^, made to ^, as tenant (hereinafter referred to as "**Tenant**"). The undersigned, as landlord under the Lease, understands that you, as assignee ("**Assignee**"), and Tenant are about to enter into an assignment of Tenant's rights, title and interest under the Lease. We understand that, as a condition to entering into the assignment, you have required this agreement and certification by the undersigned, and you and your successors and assigns may rely upon the following statements for that purpose.

OR IF THE CERTIFICATE IS TO BE DELIVERED TO THE TENANT, USE THE FOLLOWING:

[The undersigned ("**Landlord**") is the owner of the Building, a portion of which is subject to a certain lease (which lease and all amendments and other agreements referred to in Paragraph 1 below collectively are referred to herein as the "**Lease**") dated ^, 200x^, made to you, as tenant (hereinafter referred to as "**Tenant**"). The undersigned is providing this certificate to you at your request pursuant to the terms of the Lease.]

The undersigned, as landlord under the Lease, hereby represents, warrants and certifies to you that the following statements are true, correct and complete as of the date hereof:

1. Landlord is the landlord under the Lease which demises ^ square feet in the Building to Tenant (the "**Leased Premises**"). There have been no amendments, modifications or revisions to the Lease, and there are no agreements of any kind between Landlord and Tenant regarding the Leased Premises, except as provided in the Lease or as follows: (if none, write "**none**").

2. The initial term of the Lease commenced on ^, 200x^, and will expire on ^, 200x^, exclusive of unexercised renewal options and extension options contained in the Lease.

3. The Lease has been duly authorized and executed by Landlord and is in full force and effect. **IF THE CERTIFICATE IS TO BE DELIVERED TO ASSIGNEE, ADD THE FOLLOWING:** [Landlord has delivered to you, as the Assignee, concurrently herewith a true, correct and complete copy of the Lease.]

Sample Preview