

Property	Lease Subordination/Estoppel Certificate Type		
456 Any Ave	Super Estoppel Certificate		
Lessee Name	Lessee Designation	Lessee Address	Date of Lease
Coffee Shop, Inc.	a California corporation	456 Any Ave., Unit B, Anyt	09/01/2023

Leave designation blank?

No

- Is Lessee an Individual or Trust?
- Are there Amendments to the Lease?
- Is the Borrower the named Lessor under the lease?



SAMPLE

## TENANT ESTOPPEL CERTIFICATE

**December 15, 2023**

From: Coffee Shop, Inc.  
Attn: \_\_\_\_\_ ("Lessee")  
456 Any Ave., Unit B, Anytown, CA 00000

To: LOANDOC SOLUTIONS, a California corporation ("Lender")  
111 East St  
San Diego, CA 11111

Ladies or Gentlemen:

The undersigned, as Lessee under a lease of certain premises from **LLC BORROWER** ("Landlord"), dated **December 15, 2023**, as amended as set forth below (collectively "**Lease**"), does hereby state, declare, represent and warrant as follows:

1. The Lease attached hereto as **Exhibit "A"** is a true and correct copy of the Lease, and the Lease is in full force and effect and has not been amended.
2. Lessee has accepted possession of the premises demised under the Lease, and all items of an executory nature have been completed under the terms of the Lease, including but not limited to completion of construction of the demised premises (and all other improvements required under the Lease) in accordance with applicable plans and specifications and within the time periods set forth in the Lease, if any.
3. The term of the Lease commenced on [\_\_\_\_]. The payment of rent commenced on [\_\_\_\_]. The term of the Lease terminates on [\_\_\_\_], and the undersigned has the following option(s) to extend the Lease term: [\_\_\_\_].
4. Basic fixed rent is currently \$ [\_\_\_\_] per month, and the monthly [\_\_\_\_] charges currently are [\_\_\_\_]. The next increase in the fixed rent payment is set to occur on [\_\_\_\_].
5. No default on the part of the undersigned exists under the Lease in the due and faithful performance of the terms, covenants, and conditions of the Lease on the part of the undersigned to be done, kept and performed. There are no disputes between Lessor and Lessee concerning the Lease, the Premises or the Improvements therein or thereon.
6. No default on the part of Landlord exists under the Lease in the due and faithful performance of the terms, covenants and conditions of the Lease on the part of the Landlord to be done, kept and performed.
7. No rentals are accrued and unpaid under the Lease.
8. No prepayments of rentals due under the Lease have been made and no security or deposits as security have been made thereunder, except as set forth in the Lease.
9. The undersigned has no defense as to its obligations under the Lease and claims no setoff or counterclaim against Landlord.
10. Lessee has not received notice of any assignment, hypothecation, mortgage, or pledge of Landlord's interest in the Lease or the rents or other amounts payable thereunder.
11. Upon foreclosure under the Deed of Trust, or deed-in-lieu thereof, Lessee shall attorn to Lender or any other purchaser or transferee at foreclosure or deed-in-lieu thereof and recognize such party as landlord under the

Lease and, so long as Lessee is not in default in the payment or performance of any of the terms, covenants or conditions of the Lease, (a) Lessee's possession of the leased premises shall not be interfered with by Lender, and (b) Lender will not join Lessee in any action or proceeding foreclosing the Deed of Trust unless such joinder is necessary to foreclose the Deed of Trust and then only for such purpose and not for the purpose of terminating the Lease.

12. If the interest of the lessor under the Lease shall be acquired by Lender or any purchaser ("**Purchaser**") by reason of the exercise of the power of sale contained in the deed of trust being given by Landlord to Lender ("**Deed of Trust**"), or by foreclosure or other proceedings brought to enforce the rights of the holder thereof, by deed in lieu of foreclosure or by any other method, and Lender or Purchaser succeeds to the interest of the lessor under the Lease, Lessee shall attorn to Lender or Purchaser as its lessor, and be bound to Lender or Purchaser under the terms of the Lease for the balance of the term thereof and any extensions or renewals thereof. Said attornment is to be effective and self-operative without the execution of any other instruments on the part of either party hereto immediately upon Lender's or Purchaser's succeeding to the interest of the lessor under the Lease; provided, however, that Lessee agrees to provide written confirmation of its attornment within ten (10) days after receipt of a written request for such confirmation by Lender or Purchaser. In any such event as described above, the Lease shall continue in accordance with its terms between Lessee, as lessee, and Lender or Purchaser, as lessor.

13. From the date hereof until the Deed of Trust is reconveyed, the Lessee will not consent to or enter into any material modification or termination of the Lease or assign or sublet its interest, except as otherwise expressly permitted under the Lease, without the prior written consent of Lender.

14. From the date hereof until the Deed of Trust is reconveyed, in the event of any default by Lessor under the Lease, Lessee shall give prompt written notice thereof to Lender at the address set forth above and Lender shall have the right (but not the obligation) to cure any default of Lessor under the Lease (the cure period to include such time as may be required for Lender to cure the default, including taking possession of the leased premises, by foreclosure, through deed in lieu of foreclosure or otherwise). Lessee shall accept such cure by Lender as that of Lessor under the Lease and, if Lender elects to cure said default and prosecutes such cure to completion as herein provided, and Lessee will not exercise any right or remedy under the Lease upon a default by Lessor.

15. Lender (and any successor or assign of Lender) shall not be:

15.1 liable for any act or omission of Lessor or any predecessor-in-interest;

15.2 subject to any offsets, counterclaims or defenses which Lessee may have against Lessor or any predecessor-in-interest;

15.3 liable for any security deposit or payment of rent (for more than one (1) month in advance of the date due under the Lease) made by Lessee to Lessor or predecessor-in-interest, except to the extent actually received by Lender; or

15.4 obligated to expand the leased premises, construct additional improvements or otherwise expend funds which are capital in nature except for items of ordinary maintenance and repair.

16. Notwithstanding any term of the Lease, upon foreclosure of the Deed of Trust, or acceptance of a deed in lieu thereof or other similar transfer, any environmental/hazardous materials indemnity and/or reimbursement provisions under the Lease shall not be applicable to, or enforceable against, Lender, any successor in interest to or assigns of Lender and/or any purchaser at foreclosure and any transferee thereof.

[Signature(s) continued on the following page]

SAMPLE

Very truly yours,

Coffee Shop, Inc.,  
a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SAMPLE

**EXHIBIT "A"**  
**The Lease**

*[Lender to Insert Lease]*

SAMPLE