

LEASE ESTOPPEL CERTIFICATE

RE: Lender: _____
Lease: Dated: _____
Lessor: _____
Lessee: _____
Premise: See Exhibit "A" attached hereto

Gentlemen:

The undersigned, Lessor and Lessee respectively under the referenced Lease, hereby certify to the Lender as follows:

A true, correct and complete copy of the Lease is attached hereto as Exhibit "B". The Lease is valid and in full force and effect on the date hereof and has not been modified, changed or amended in any manner whatsoever.

The condition of the Premises complies with the terms of the Lease.

The Lease commenced on _____, and Lessee has been in possession of and has been paying rent on the Premises since that time.

The initial Lease term will expire on _____. Thereafter, Lessee has _____ options to extend the term of the Lease. Rent has been paid through _____.

The monthly rental due under the Lease is \$ _____. The lease does not provide for the rent to be adjusted. Lessor holds \$ _____ as a security deposit.

Lessee is current on all other payments or sums due under the terms of the Lease. Lessee has not prepaid any rent or other payments or sums due under the Lease more than one (1) month in advance of its due date.

All improvements and other work required to be made or performed by Lessor have been completed to the satisfaction of the Lessee.

There exist no offsets, deductions or credits against rents or other payments due under the Lease. Neither Lessee nor Lessor is in any respect in default in the performance of the terms and provisions of the Lease, nor is there now any fact or condition known to Lessor or Lessee which, with notice or lapse of time or both, would become such a default.

There does not exist any basis at this time for early termination of the Lease by Lessee or Lessor. Lessee has no existing defenses or claims against the Lessee.

Lessee has no right, title or interest in the Premises except for its leasehold interest under the Lease, and Lessee has no outstanding options or rights of first refusal to purchase the Premises or any part thereof.

There has been no subletting or assignment of Lessee's interest under the Lease.

This Lease Estoppel Certificate is and shall be binding upon Lessee and Lessor and their successors and assigns and shall inure to the benefit of the Lender and its successors and assigns. This certification is made to induce the Lender to provide a loan to Lessor, with the knowledge that the Lender will rely upon the truth and accuracy of this certification in consummating the transaction.

LESSOR:

LESSEE:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____