



EXHIBIT "J"

TENANT ESTOPPEL CERTIFICATE

_____, 2001

Re: Lease dated _____, 2001 (together with all amendments thereto the "Lease")

Landlord: _____ ("Landlord")

Tenant: _____ ("Tenant")

Premises: _____ ("Premises")
Street Suite City State Zip

Project: _____ ("Project")
Name of Shopping Center, Building or Complex

Ladies and Gentlemen:

We are the current Tenant under the Lease. We give you this certificate to permit you to rely on it as conclusive evidence of the matters stated below. We warrant and represent to you as follows:

1. Attached hereto is a true, correct and complete copy of the Lease provided as Exhibit "A", including all assignments, amendments, supplements and modifications thereto, if any. The Lease has not been otherwise assigned, amended, supplemented or modified as of the date hereof and is the only lease between the Tenant and the Landlord affecting the Premises.
2. Summary of Lease Terms:

| | |
|--|----------|
| Square Footage Leased: | _____ |
| Lease Term Commenced: | _____ |
| Lease Term Expires: | _____ |
| Current Monthly Base Rent: | \$ _____ |
| Security Deposit: | \$ _____ |
| Monthly Base Rent Paid Through: | _____ |
| Additional Rent Paid for and in the Amount of: | \$ _____ |
| Prepaid Rental for and in the Amount of: | \$ _____ |
| Base Year for Operating Expenses and Taxes: | _____ |
3. We are in sole possession of and are occupying the Premises. We have not subleased all or any part of the Premises or assigned the Lease, or otherwise transferred our interest in the Lease or the Premises.
4. The Lease is in full force and effect and is binding and enforceable against us in accordance with its terms. Neither ourselves, as Tenant, nor the Landlord, is in default under the terms and conditions of the Lease, and we do not know of any existing facts or circumstances which, with the giving of notice or the passage of time, or both, would constitute a default or an event of default by either ourselves, as Tenant, or the Landlord. We have no claim against the Landlord with respect to the Lease, the Premises, the Project or the common areas associated with the Project and have no offset, defense or counterclaims against the rent or other charges payable by us under the Lease. We accept the Premises in its current condition and we are not aware of any defect in the Premises.

5. All obligations of the Landlord to perform tenant finish work or similar improvements on the Premises pursuant to the Lease have been satisfied and performed in full. Any construction, build-out, improvements, alterations, or additions to the Premises required under the Lease have been fully completed in accordance with the plans and specifications described in the Lease.
6. There are no other agreements, written or oral, between the Landlord and ourselves relating to our occupancy of the Project, including, without limitation, any agreement relating to the obligation of the Landlord to perform any tenant finish work, repairs, painting, alterations or other improvements on our behalf or to provide any discounts, concessions, rebates, abatements or allowances with respect to the rent and other charges payable under the Lease.
7. Landlord has not given any consent to us (for example, consent to sublease or alter the Premises) that is required under the Lease before the taking of any action by ourselves, except as follows:
8. We have no options or rights (and have not exercised any options or rights) to renew, extend, amend, modify, or change the term of the Lease, except for _____ option(s) to extend the term of the Lease for consecutive _____ year periods (none unless otherwise indicated).
9. We have no expansion option or right of first refusal to lease additional space except as follows:
10. We have no right of first refusal to purchase, right of first offer to purchase, or option to purchase the Premises (or any portion thereof) or the Project (or any portion thereof). We have no other interest in any other part of the building of which the Premises form a part or to any personal property appurtenant thereto or used in connection therewith.
11. No rent has been collected in the current month other than as provided for in the Lease. We have not been given any free rent, partial rent, rebates, rent abatements, or rent concessions of any kind, except as follows:
12. We have deposited the Security Deposit stated above with Landlord, and none of the Security Deposit as set forth above has been applied by Landlord to the payment of rent or any other amounts due under the Lease. Pursuant to the terms of the Lease, we are not entitled to earn any interest on said security deposit.
3. We are responsible under the Lease for payment of our proportionate share of operating expenses (including, but not limited to, common area maintenance expenses and insurance) which are to be calculated based upon the ratio of square footage of the demised Premises to the total square feet of all the rentable space in the Project. Specifically:
 - (a) We are responsible for the payment of our proportionate share of all common area maintenance charges affecting the Project.
 - (b) We are responsible for the payment of our proportionate share of all real estate taxes and all assessments levied against the Project.
 - (c) We are responsible for the payment of liability insurance premiums and plate glass insurance premiums on the Premises, payment of all risk insurance premiums on our betterments and improvements in the Premises and payment of our proportionate share of any increases in fire, boiler and/or casualty insurance premiums covering the Premises or the building(s) of which the premises are a part.
 - (d) We are responsible for the payment of all utilities in or upon the Premises and any fees for garbage or trash collection.
 - (e) We are responsible for the payment of:
4. No action or proceeding has been threatened or instituted by us against the Landlord under the Lease in any federal or state court. We have not filed and are not the subject of any filing for bankruptcy or reorganization under federal bankruptcy laws.
15. We have received no notice of prior sale, transfer or assignment, hypothecation or pledge of the Lease or of the rents received therein.
16. We have not brought onto or stored on or about the Premises or the Project any substance classified as a hazardous or toxic substance or material or hazardous or toxic waste under any applicable federal, state

or local law, rule or regulation, in violation of any such laws, rules or regulations. We have received no notice of, and we have no knowledge of any past or present use of the Premises or the Project, for the storage of oils, other petroleum by-products or any hazardous or toxic substance or material or hazardous waste in violation of such laws, rules or regulations.

17. The person signing this letter on behalf of Tenant is a duly authorized agent of the Tenant.

We understand that you will rely on the certifications set forth above, and all such certifications shall inure to your benefit and the benefit of your successors and assigns, and shall be binding upon the undersigned, and its successors, heirs, legal representatives and assigns.

Sincerely,

TENANT:

By: _____

Its: _____