

TENANT ESTOPPEL CERTIFICATE

The undersigned is the Tenant under the Lease (as hereinafter defined) between _____, a _____, as Landlord, and the undersigned as Tenant, for the Premises described in the Lease. Tenant hereby certifies as follows:

1. The Lease consists of the original Lease Agreement dated as of _____, 2006 between Tenant and Landlord [or Landlord's predecessor-in-interest] and the following amendments or modifications thereto (if none, please state "none"): _____

The documents listed above are herein collectively referred to as the "Lease" and represent the entire agreement between the parties with respect to the Premises. All capitalized terms used herein but not defined shall be given the meaning assigned to them in the Lease.

2. The Lease is in full force and effect and has not been modified, supplemented or amended in any way except as provided in Section 1 above.

3. The Term commenced on _____, 20__ and the Term expires, excluding any renewal options, on _____, 20__, and Tenant has no option to purchase all or any part of the Premises or, except as expressly set forth in the Lease, any option to terminate or cancel the Lease.

4. Tenant currently occupies the Premises described in the Lease and Tenant has not transferred, assigned, or sublet any portion of the Premises nor entered into any license or concession agreements with respect thereto except as follows (if none, please state "none"):

5. All monthly installments of Basic Rent, all additional rent and all monthly installments of estimated additional rent have been paid when due through _____. The current monthly installment of Basic Rent is \$_____.

6. All conditions of the Lease to be performed by Landlord necessary to the enforceability of the Lease have been satisfied and Landlord is not in default thereunder. In addition, Tenant has not delivered any notice to Landlord regarding a default by Landlord thereunder.

7. As of the date hereof, there are no existing defenses or offsets, or claims or any basis for a claim, that the undersigned has against Landlord and no event has occurred and no condition exists, which, with the giving of notice or the passage of time, or both, will constitute a default under the Lease.

8. No Rent has been paid more than thirty (30) days in advance.

9. Tenant is a duly formed and existing corporation qualified to do business in the State of _____, and that Tenant has full right and authority to execute and deliver this Estoppel Certificate.

10. There are no actions pending against Tenant under any bankruptcy or similar Laws of the United States or any state.

11. Other than in compliance with all applicable Laws and incidental to the ordinary course of the use of the Premises, the undersigned has not used or stored any hazardous substances in the Premises.

Tenant acknowledges that this Estoppel Certificate may be delivered to Landlord, Landlord's Mortgagee or to a prospective mortgagee or prospective purchaser, and their respective successors and assigns, and acknowledges that Landlord, Landlord's Mortgagee and/or such prospective mortgagee or prospective purchaser will be relying upon the statements contained herein in disbursing loan advances or making a new loan or acquiring the property of which the Premises are a part and that receipt by it of this certificate is a condition of disbursing loan advances or making such loan or acquiring such property.

Date: _____, 20__.

[Signature block]