

TENANT'S ESTOPPEL CERTIFICATE

SUBJECT PROPERTY: _____

County: _____

LANDLORD: _____

TENANT: _____

LEASE DATE: _____

LEASE EXPIRATION: _____

MONTHLY RENT: _____

RENT PAID THROUGH: _____

SECURITY DEPOSIT HELD: _____

The undersigned Tenant hereby certifies to MXM Capital, LLC, and its successors and assigns, the lender in connection with that certain loan to be made to Landlord that will be secured by the Subject Property, of which Tenant's leased space is a part, as follows:

1. A true, complete, and correct copy of the Lease is attached hereto as Exhibit "A". Other than as attached on Exhibit "A", the Lease has not been modified, changed altered, assigned, supplemented or amended in any respect. The Lease is not in default and is valid and in full force and effect on the date hereof. The Lease represents the entire agreement between the Landlord and the Tenant with respect to the Subject Property.
2. That the term of the Lease commenced on the date written above, and the Tenant is in full and complete possession of the premises demised under the Lease and has commenced full occupancy and use of the Subject Property. Tenant has not sub-leased any portion of the Subject Property to any third party.
3. That:
 - (i) the fixed Monthly Rent amount written above has been paid to and including the Rent Paid Through date also written above.
 - (ii) no advance rent or other payment has been made in connection with the Lease, except rent for the current month;
 - (iii) there is no "free rent" or other rent concession or adjustments to which Tenant is entitled under the remaining term of the Lease;
4. That a security deposit amount written has been delivered to Landlord, which amount is not subject to any set-off or reduction or to any increase for interest or other credit due to Tenant.
6. That there is no existing default or unfulfilled obligations on the part of the Landlord in any of the terms and conditions of the Lease, and no event has occurred or condition exists which, with the passing of time or giving of notice or both, would constitute an event of default under the Lease.

7. That the Tenant claims no offsets, set-offs, rebates, adjustments, concessions, abatements or defenses against or with respect to any rent, security deposits, or other sums payable under the terms of the Lease. Nor is the Tenant aware of any such claims or defenses on the part of the Landlord.
8. That the Lease contains an expiration date as written above. Any and all applicable renewal/extension terms are written in the Lease, and no unwritten or undisclosed agreements regarding the renewal/extension of the Lease have been entered into.
12. That Tenant has no option or right to purchase the Subject Property or any part thereof, except as written in the Lease.
15. That there are no actions, voluntary or involuntary, pending against the Tenant under the bankruptcy laws of the United States or equivalent laws for debtor relief of any state thereof.
16. That there are no existing, pending or threatened lawsuits affecting the Subject Property or the Lease or between Tenant and Landlord.

WITNESS:

TENANT:

By: _____

Name: _____

Date: _____

WITNESS:

LANDLORD:

By: _____

Name: _____

Date: _____