TENANT ESTOPPEL CERTIFICATE

 This Tenant Estoppel Certificate (this “Certificate”) dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20XX, is executed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Tenant”) in favor of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Purchaser”).

1. RECITALS

 Purchaser and XXX, a California limited liability company (“Landlord”) have entered into a Purchase Agreement and Joint Escrow Instructions, dated as of May \_\_\_, 2001, (the “Purchase Agreement”), in which Purchaser has agreed to purchase improved real property located on as XXX 92335 (Assessor’s Parcel No. XXX) (the “Property”). Tenant and Landlord have entered into a Lease Agreement dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Lease”), for a portion of the Property (the “Premises.) In connection with the Purchase Agreement, Landlord and Purchaser have requested that Tenant execute this Certificate.

2. TENANT STATEMENTS

 Tenant certifies, warrants, and represents to Purchaser as follows:

 2.1 Identity of Tenant. Tenant is the tenant of all of the Premises, pursuant to the Lease, a correct copy of which is attached as Exhibit A. Tenant is not in bankruptcy, and is not now contemplating filing bankruptcy.

 2.2 The Premises. The Premises consist of all of the property identified in the attached Exhibit A.

 2.3 Full Force of Lease. As of the date of this Certification, the Lease is in full force, has not been terminated, and is enforceable in accordance with its terms, without any offsets, counterclaims, or defenses of Tenant against Landlord. Tenant has not assigned or sublet all or any portion of the Premises.

 2.4 Complete Agreement. The Lease attached to this Certification as Exhibit A constitutes the complete agreement between Landlord and Tenant for the Premises, and no amendments to the Lease, either written or oral, currently exist other than as follows:

 2.5 Acceptance and Term of Premises. All work required of the Landlord by the Lease has been completed in accordance with the terms of the Lease, and Tenant has accepted and is currently occupying the Premises. No person or firm other than Tenant is in possession and to the best of my knowledge no other person or firm other than Landlord has a future right to the Premises. The term of the Lease commenced on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and ends on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, subject to the following options to extend:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (if none, insert “none”)

 2.6 Rights of Tenant. Except as expressly stated in this Certificate, Tenant:

 (a) has no option or other right to renew or extend the term of the Lease except as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

 (b) has no option or other right to purchase all or any part of the Premises, except as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

 (c) has no option or other right to expand the area constituting the Premises, except as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

 (d) has no right, title, or interest in the Premises, other than as a tenant under the Lease.

 2.7 Rent and Monies. The monthly rent currently payable under the Lease is

$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, subject to the following adjustments: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (if none, insert “none”). The amount of Tenant's security deposit held by Landlord under the Lease is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars. The amount of prepaid rent, separate from the security deposit, is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars.

 2.8 Landlord's Obligations. As of the date of this Certificate, Landlord has performed all obligations required of Landlord under the Lease and is not in default under the Lease. No event has occurred that, with the passage of time or the giving of notice or both, would constitute a default by Landlord.

 Tenant makes this Certification with the knowledge that it will be relied on by Purchaser in agreeing to purchase the Property.

Tenant’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signatory’s Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signatory’s Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature