LANDLORD CONSENT AND ESTOPPEL AGREEMENT

This Landlord Consent and Estoppel Agreement (“Agreement”) is made as of      , by       with an address at      . (“Landlord”).

Recitals:

Landlord is the owner of the land and improvements commonly known as       more specifically described in Exhibit A attached hereto (“Property”) and the owner of the Landlord’s interest in the lease identified in Recital B below (“Lease”). Reference hereby is made to that certain lease dated      , between Landlord and       (“Tenant”) [recite any amendments and memorandum] (Said lease is collectively referred to herein as the “Lease”). Tenant is about to [describe transaction such as leasehold mortgage or assignment of tenant’s interest] (the “Transaction”).

Now therefore, in consideration of ten dollars and other good and valuable consideration, Landlord hereby agrees and represents as follows, to the best of Landlord’s knowledge:

Consent; Lease Effective. Landlord consents to the Transaction. The Lease has been duly executed and delivered by the parties thereto and, subject to the terms and conditions thereof, the Lease is in full force and effect, the obligations of Tenant thereunder are valid and binding, and there have been no modifications or additions to the Lease, written or oral, other than those, if any, which are referenced above in Recital B. Tenant is in possession of the premises demised under the Lease.

No Default: (a) there exists no breach, default, or event or condition which, with the giving of notice or the passage of time or both, would constitute a breach or default under the Lease either by Tenant or Landlord; and (b) neither Landlord nor Tenant has any existing claims, defenses or offsets against rental due or to become due under the Lease.

Entire Agreement. The Lease constitutes the entire agreement between Landlord and Tenant with respect to the Property, and Tenant claims no rights of any kind whatsoever with respect to the Property, other than as set forth in the Lease.

Minimum Rent. The annual minimum rent under the Lease is $     , subject to any escalation, percentage rent and/or common area maintenance charges provided in the Lease. The “Base Year” for any escalation is 20     .

Rental Payment Commencement Date. The rents will begin or have begun on      .

Rentable area. The rentable area of the leased premises is       square feet.

Commencement Date. The term of the Lease commenced or will commence on      .

Expiration Date. The term of the Lease will expire on      .

No Deposits or Prepaid Rent. No deposits or prepayments of rent have been made in connection with the Lease, except as follows:       (if none, write “None”).

No Other Assignment. Tenant has received no notice, and is not otherwise aware of, any other assignment of the landlord’s interest in the Lease.

Consent to Transaction. Landlord hereby consents to the Transaction.

No Purchase Option or Refusal Rights. Tenant does not have any option or preferential right to purchase all or any part of the Property, except as follows:       (if none, write “None”).

IN WITNESS WHEREOF, Landlord has executed this Agreement this       day of      , 20     .

LANDLORD:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

STATE OF NEW YORK

:ss.:

COUNTY OF:

On the       day of       in the year       before me, the undersigned, personally appeared      , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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

Notary Public