

SAMPLE TENANT ESTOPPEL CERTIFICATE (COMPLETED FORM)

The purpose of this certificate ("herein after called the "Estoppel Certificate") is to confirm the current status of the matters pertaining to the Lease set forth below by and between **KMC Real Estate Investment Trust, a California Corporation** (Landlord/Lessor) and **Bugs Bunny, LLC, a Florida Limited Liability Company** (Tenant/Lessee). This document is for the benefit of the Landlord/Lessor and the **Looney Tunes Bank** (herein after referred to as the "Lender") and for no other party or entity.

1. The undersigned is the Tenant /Lessee under the lease agreement (hereinafter the "Lease") dated **August 28, 2001**, by and between **KMC Real Estate Investment Trust, a California Corporation** ("Landlord/Lessor" successor in interest to **Manila Office Space , Inc., an Arizona Corporation**) and **Bugs Bunny, LLC, a Florida Limited Liability Company** ("Tenant/Lessee" successor in interest to **Tasmanian Devil, Inc., a Delaware Corporation**) for the space consisting approximately **707** rentable square feet commonly known as Suite **17, Warner Sisters Park** ("Premises"). The Premises is located in the building and/ or project located at **Warner Sisters Park, 555 Warner Sisters Road, Toon Land City, California 91201**. A copy of the Lease (including but not limited any amendments and modifications, if any) are attached hereto as Exhibit A, aside from the foregoing, there are no other amendments or modifications related to the Lease.
2. The Premises has been accepted and is currently being occupied by the Tenant pursuant to the terms of the Lease. The Commencement Date of the Lease is **September 1, 2001**.
3. The Term of the Lease is **36** months; and will expire on the Lease Termination Date which is **August 31, 2004** (subject to any Renewal Option set forth below).
4. Tenant has **one** Option to Renew the Lease for **two** years at the Lease Termination Date.
5. Tenant has claimed that the Landlord has failed to perform the following obligation pursuant to Section **8 (Repair and Maintenance)** of the Lease: **Repair of leaky ceiling**.
6. The current monthly Base Rent payable by Tenant to the Landlord is **\$ 1,000.00/mo (One Thousand Dollars per month)**, together with the current estimated monthly Operating Expenses which is **\$550.00/mo (Five Hundred Fifty Dollars per month)** (collectively the "Rent"). Tenant has paid in full to Landlord the Rent due for the current month; which is due payable on or before the first of each calendar month of the Term as set forth in the Lease; aside from the foregoing, Tenant has no other rental obligations for the current month, subject to the terms of the Lease.
7. Landlord is currently holding Security Deposit for the Tenant in the amount of **\$2,000.00 (Two Thousand Dollars)**.
8. Tenant acknowledges that this Estoppel Certificate and the statements contained herein may be conclusively relied upon the Landlord and the Lender, and shall be executed by the Tenant and delivered to the Landlord within ten (10) days after the written request from Landlord; failure to execute and deliver the Estoppel Certificate by Tenant within such ten day period, shall mean that the Tenant is in agreement with the statements contained in herein and this Estoppel Certificate shall be binding on the Tenant.

This Estoppel Certificate is dated and executed on _____, _____. ("Date of the Estoppel Certificate").

Tenant
Bugs Bunny, LLC,
a Florida Limited Liability Company

Signature

By: _____
Title: _____