



TENANT ESTOPPEL CERTIFICATE

TO: Makita U.S.A. Inc.

Inst # 1995-26971

09/26/1995-26971
 10:48 AM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 002 HCD 11.00

Ladies and Gentlemen:

This Tenant Estoppel Certificate (this "Certificate") is given in reference to that certain lease dated July 11, 19 94 (the "Lease") between Steve P. Morton ("Landlord") and Makita U.S.A. Inc. ("Tenant") for the premises located at 208 Oak Mountain Circle Birmingham, Alabama (as more particularly described in the Lease, the "Premises"). Tenant understands that the Lease is being assigned to SouthTrust Bank ("Bank") as security for one or more loans or other extensions of credit to be made by Bank to Landlord, and Tenant acknowledges that Bank is making such loans or other extensions of credit in reliance on this Certificate. In regard to the Lease, the undersigned Tenant hereby certifies and agrees as follows:

1. That the copy of the Lease attached hereto is a true, correct and complete copy of such Lease, and the Lease has not been amended or modified except as described in this Certificate.
2. That the Lease is in full force and effect, and is enforceable in accordance with its terms.
3. That Tenant has accepted possession of the Premises, and any improvements required by the terms of the Lease to be made by Landlord have been completed to the satisfaction of Tenant.
4. That the total minimum annual rent due under the Lease is \$ 21,489.60. Payment of the rent and other sums due under the Lease is current through the date of this Certificate, but no rent or other sum payable by Tenant under the Lease has been prepaid, and, except with your prior written consent, Tenant will not prepay any such rent or other sum more than one month in advance.
5. That, upon receipt of notice from Bank, Tenant will make its monthly rental payments directly to Bank or as otherwise directed in such notice. Until receipt of notice from Bank, Tenant will make its monthly rental payments as directed by Landlord.
6. That Landlord is not in default under the Lease, and to the best of Tenant's knowledge, Landlord has duly and fully performed and observed all requirements, duties, covenants, and conditions required to be performed or observed by Landlord under the Lease.
7. That Landlord has not waived the performance or observance by Tenant of any of the terms, covenants or conditions to be performed or observed by Tenant under the Lease.
8. That, to the best of its knowledge, Tenant has never permitted the generation, treatment, storage or disposal of any hazardous waste or other hazardous or toxic substances on the Premises or any adjacent property, and Tenant has received no notice, and has no knowledge of, any such activities by any prior party in possession of the Premises or any party in possession of any adjacent property.
9. That Tenant has not assigned, transferred, or encumbered the Lease, or any interest therein, or sublet the Premises, or any portion thereof.
10. That Tenant has received no notice, and has no knowledge of, any prior sale, transfer, assignment, hypothecation or pledge of the Premises, or any part thereof, or of the Lease or the rents, or any other interest therein.
11. That Tenant has no claims, counterclaims, defenses or setoffs against Landlord, and upon notice from Bank to make payments to it, such sums shall be absolutely and unconditionally due and owing to Bank and not subject to any claim, counterclaim, defense or setoff, or any other discount or deduction.

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12. That Tenant will not seek to terminate the Lease by reason of any act or omission of Landlord until Bank, as assignee, is given notice of such act or omission, and if so elected by Bank, a reasonable opportunity to correct, cure or perform such act or omission
13. That the officer, person or party executing this Certificate on behalf of Tenant is fully authorized and empowered to do so.

This Tenant Estoppel Certificate is given under seal by the undersigned Tenant this ____ day of _____, 19____.

TENANT:

Signature of Corporation

MAKITA U.S.A., INC.

Name of Corporation

By: _____

MINOBU KATO

Title: CORPORATE SECRETARY

Attest: _____

Title: _____

[CORPORATE SEAL]

TENANT(S):

Signature of Individual(s)

[SEAL]

By: _____ [SEAL]

[SEAL]

TENANT:

Signature of Partnership or
Limited Liability Company

Name of Partnership or
Limited Liability Company

By: _____ [SEAL]

General Partner/Member/Manager

By: _____ [SEAL]

General Partner/Member/Manager

TENANT'S:

Address: 14930 Northam St.

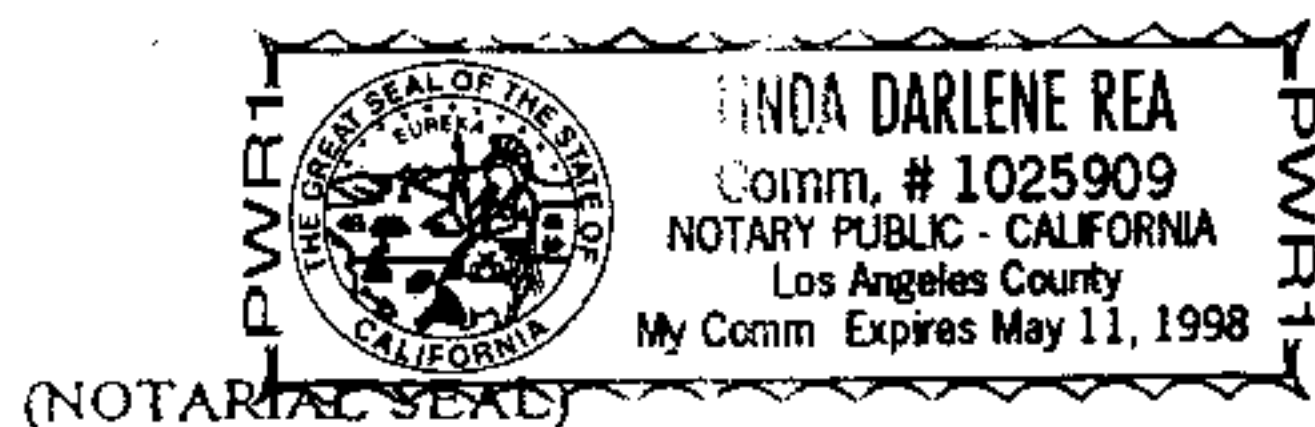
La Mirada, CA 90638

Sworn to and subscribed before me this 19 day of September, 1995

Linda Darlene Rea

Notary Public

My commission expires: May 11, 1998



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