

therein; and upon the commencement of the term hereof, and at the request of either party, shall execute a memorandum or amendment in recordable form specifying the commencement and termination dates of the term hereof.

25. ESTOPPEL CERTIFICATE. Within ten (10) days after request therefor by Landlord or any mortgagee or trustee under a mortgage or deed of trust covering the demised premises, or if, upon any sale, assignment or other transfer of the demised premises by Landlord, an estoppel certificate shall be required from Tenant. Tenant shall deliver in recordable form a statement to any proposed mortgagee or other transferee, or to Landlord, certifying any facts that are then true with respect to this Lease Agreement, including without limitation (if such be the case) that this agreement is in full force and effect, that Tenant is in possession, that Tenant has commenced the payment of rent, and that there are no defenses or offsets to the Lease Agreement claimed by Tenant.

26. NATURE AND EXTENT OF AGREEMENT. This instrument contains the complete agreement of the parties regarding the terms and conditions of the lease of the demised premises, and there are no oral or written conditions, terms, understandings or other agreements pertaining thereto which have not been incorporated herein ~~except the letter agreement for the Tenant to pay for amortizing the office improvements over the five year term of this lease.~~ This instrument creates only the relationship of Landlord and Tenant between the parties hereto as to the demised premises; and nothing herein shall in any way be construed to impose upon either party hereto any obligations or restrictions not herein expressly set forth. Tenant shall rent present premises and structure for \$600 per month on a month-to-month basis until additional area is occupied.

*Handwritten initials: J.P., R.H.*

27. CANCELATION. This lease may not be canceled by either party except with the written consent of the other party.

28. BINDING EFFECT. This Lease Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement under seal as of the day and year first above written.

WITNESSES:

*Handwritten signature: Claire Fontaine Rice*  
\_\_\_\_\_  
Claire Fontaine Rice

*Handwritten signature: Ronald L. Spill*  
*Handwritten signature: Frank Jones*  
\_\_\_\_\_  
(Landlord)

THE FIREPLACE AND. . . INC.

*Handwritten signature: Rodney B. Miller*  
\_\_\_\_\_

By: *Handwritten signature: G. Ryan* \_\_\_\_\_ President

*Handwritten signature: Betsy Andrews*  
\_\_\_\_\_

(Tenant)

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