

TRIPARTITE TENANT ESTOPPEL AGREEMENT

This Tripartite Tenant Estoppel Agreement (the "Agreement") is made and entered into as of , by and among the following parties:

1. PARTIES

LANDLORD:

TENANT:

LENDER/PURCHASER:

2. THE LEASE

Landlord and Tenant are parties to that certain Lease Agreement dated (the "Lease"), for the premises commonly known as:

The Lease has been amended, modified, or supplemented only by the following documents (if none, write "None"):

3. TENANT REPRESENTATIONS

The Tenant hereby certifies, represents, and warrants to the Landlord and Lender/Purchaser as follows:

A. Lease Status: The Lease is in full force and effect and has not been assigned, modified, supplemented, or amended except as stated above.

B. Possession: Tenant has entered into occupancy and is in open and exclusive possession of the entire Premises. The Tenant began occupying the Premises on .

C. Lease Term: The current lease term ends on , and the Tenant has the following renewal option(s):

D. Rent Payments: The current base monthly rent under the Lease is \$. Tenant has paid rent through the date of . No rent has been paid more than one (1) month in advance.

E. Security Deposit: The amount of the security deposit currently held by Landlord under the Lease is \$.

F. Defaults: Neither Landlord nor Tenant is in default under the Lease, and no event has occurred which, with the giving of notice or passage of time, or both, would constitute a default.

4. TRIPARTITE AGREEMENT AND ACKNOWLEDGMENTS

This Agreement is executed by Tenant, Landlord, and Lender/Purchaser with the understanding that Lender/Purchaser is relying on the representations made herein in connection with a financing or acquisition transaction involving the Premises. Tenant agrees that Lender/Purchaser and its successors and assigns shall be entitled to rely on the truth and accuracy of this Agreement.

5. SIGNATURES

LANDLORD

By:

Name:

Title:

Date:

TENANT

By:

Name:

Title:

Date:

LENDER / PURCHASER

By:

Name:

Title:

Date: