**TENANT ESTOPPEL**

Upon Completion, Please Return to:

|  |  |
| --- | --- |
| TRUIST BANK  303 Peachtree Street, N.E.  Atlanta, GA 30308  Attn: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Loan: Loan (the "**Loan**") to Landlord, pursuant to a loan agreement *[by and among Landlord, the financial institutions from time to time party thereto as lenders and Truist Bank, as administrative agent for said Lenders (collectively "****Lender****")/ by and between Landlord and Truist Bank ("****Lender****")]* |

Today’s Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Lease Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lease Commencement Date: \_\_\_\_\_\_\_\_\_\_\_\_\_ Lease Expiration Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(inclusive of any duly exercised option or renewal term)

Dates of Amendments or Modifications: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Property Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Landlord: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

**[successor to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]**

Tenant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ d/b/a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Leased Premises: Suite/Unit: #\_\_\_\_\_\_\_\_\_\_\_ Leased Square Footage: \_\_\_\_\_\_\_\_\_\_\_\_\_ s.f.

Tenant's Parking Spaces under Lease: \_\_\_\_\_\_\_\_\_ (reserved/unreserved)

Monthly Rental (excluding CAM): $\_\_\_\_\_\_\_\_\_\_\_\_\_ Annual Rental (excluding CAM): $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Percentage Rent: \_\_\_\_\_\_ % Breakpoint: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Security Deposit Paid: $\_\_\_\_\_\_\_\_\_\_\_

CAM Expenses Paid: operating expenses $\_\_\_\_\_ insurance $\_\_\_\_\_\_\_ taxes $\_\_\_\_\_ other $\_\_\_\_\_\_\_

Amount of Financial Reimbursements owed from Landlord, if any: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The undersigned states that he/she is fully authorized on behalf of the Tenant in the above-described Lease to execute this letter and hereby certifies to the Landlord and Lender, and Lender’s successors and/or assigns, that the information set forth above and herein is true and accurate:

1. Attached hereto as Exhibit "A" is a true, correct and complete copy of the above-described lease, together with all amendments thereto ("**Lease**"). The Lease is in full force and effect, and there are no other promises, agreements, understandings or commitments between Landlord and Tenant relating to the Leased Premises.

2. To the best of Tenant’s knowledge and belief, no uncured default, event of default, or breach by Landlord or Tenant currently exists under the Lease. Tenant has made no claim against Landlord alleging Landlord’s default under the Lease. On this date there are no existing defenses, offsets, claims or credits that the undersigned has against the enforcement of the Lease. Tenant has not given Landlord any notice of termination under the Lease.

3. Tenant is obligated to pay rent to Landlord at the rate set forth in the Lease, as indicated above. Tenant has not prepaid any rent or other amounts to Landlord other than rent and other charges due and payable in the calendar month of this certification. All forms of rent have been paid through to date indicated above.

4. In connection with its use and occupancy of the Leased Premises, Tenant is not and will not become engaged in the production, treatment, release or storage of hazardous or toxic substances, mold or other fungi, or substances that pose a substantial risk of imminent damage to public health or safety or to the environment, except for such substances of a type and only in a quantity normally used in connection with the occupancy or operation of premises such as the Leased Premises, which substances are being held, stored, and used in strict compliance with applicable federal, state, and local laws.

5. Neither Tenant nor any guarantor of the Lease is currently a debtor in any bankruptcy, reorganization, arrangement or insolvency proceedings.

6. Tenant has received no notice of prior sale, transfer, assignment, hypothecation or pledge of the said Lease or of the rents secured therein, except to above described Lender, and Tenant has not assigned it interest in the Leased Premises or entered into a sublease with respect thereto.

7. Tenant has no options, rights of first refusal, termination, or exclusive business rights except as follows: .

1. All conditions of the Lease to be performed by Landlord and necessary to the enforceability of the Lease have been satisfied. All improvements or work required under the Lease to be made by Landlord to date, if any, have been completed to the satisfaction of the undersigned. Charges for all labor and materials used or furnished in connection with improvements and/or alterations made for the account of the undersigned in the building have been paid in full. Tenant has accepted and entered into occupancy of the Leased Premises subject to no conditions other than as set forth in the Lease, and Tenant is open for business and in operation in the Leased Premises.

9. Tenant agrees to provide Lender copies of any and all notices given under the Lease. Such notices shall be sent to Lender at the address set forth above.

The undersigned understands that Lender will rely upon the certifications and agreements in this Certificate in making the Loan to Landlord. The undersigned further understands that in connection with the Loan, Landlord's interest in the rentals due under the Lease will be assigned to Lender pursuant to an assignment of leases by Landlord in favor of Lender The undersigned agrees that if Lender shall notify the undersigned that a default has occurred under the documents evidencing the Loan and shall demand that the undersigned pay rentals and other amounts due under the Lease to Lender, the undersigned will honor such demand notwithstanding any contrary instructions from Landlord.

TENANT:

By:

       Name:

       Title:

GUARANTOR:

By:

       Name:

       Title: