

Tolling Agreement

This sets forth the terms of a Tolling Agreement between [TENANT] (“ ”) and [LANDLORD (“”).

1. This Tolling Agreement (“Agreement”) is being entered into as a result of the mutual desire of TENANT, on the one hand, and LANDLORD, on the other hand, to refrain from any lawsuit, action or other proceeding against each other arising out of, in connection with or related to, the billing and payment of *** charges at the TENANT locations listed on the attached Schedule A (the “Dispute”).

2. This Agreement shall be effective as of [DATE WHEN CLAIM AROSE], and shall remain in effect for a period to and including [WHEN TOLLING PERIOD WOULD EXPIRE], subject to further extension by mutual agreement of the parties. This Agreement may also be terminated by either party by advance written notice to the other, and such termination with advance notice shall be effective ten (10) days from the date of said advance written notice.

3. During the TOLLING PERIOD, TENANT, on the one hand, and LANDLORD, on the other hand, shall refrain and forebear from commencing, instituting or prosecuting any lawsuit, action or other proceeding against each other arising out of, in connection with or related to the Dispute.

4. The period to and including the date this Agreement either terminates or expires, shall not be pleaded, asserted or relied upon by either party hereto in computing the running of time under any statute of limitations or by way of laches or other time limitations or time-related defenses (whether equitable, statutory, contractual or otherwise) in defense against any lawsuit, action or other proceeding for which either party could commence, institute or prosecute against each other arising out of, in connection with or related to the Dispute. Nothing in this Agreement shall affect either parties right to rely on any statute of limitations, laches or other time limitations or time-related defenses for the period of time up to the dates set forth herein, or after the expiration or termination by notice described in ¶ 2 of this Agreement.

5. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties. It may not be changed except in writing. The parties further agree that nothing contained in this Agreement shall be construed by either party as an acknowledgment that there exists a claim against the other party.

LANDLORD

TENANT

By: _____

By: _____

Name _____

Name _____

Title _____

Title _____