**Lease Subordination, Non-Disturbance, and Attornment Agreement**

THIS AGREEMENT is made on [insert date], by and between [insert name of Mortgagee] (hereinafter the "Mortgagee") [insert address of Mortgagee and [insert name of Tenant], of [insert address of Tenant], (hereinafter, the "Tenant").

**RECITALS**

The Tenant entered into a lease (hereafter, the "Lease") dated [insert date], with [insert name of Landlord], (hereafter the "Landlord"), of [insert address of Landlord covering a portion of the real property legally described as [insert legal description and address of the leased property], and more commonly known as [insert address] (hereinafter, the "Real Property").

The Mortgagee has made a mortgage loan to Landlord, which mortgage loan is secured by, among other things, a mortgage (hereafter the "Mortgage") on the Real Property.

The Tenant has agreed to subordinate its leasehold interest in return for Mortgagee's agreement not to disturb Tenant's possession of the Real Property under the Lease as long as Tenant is not in default under the terms of its Lease.

**WITNESSETH**

NOW, THEREFORE, intending to be legally bound, the Parties hereto agree as follows:

**1. Subordination**

Tenant agrees with Mortgagee that the Lease, and all of the Tenant's rights thereunder, is now and shall continue at all times hereafter to be subject and subordinate to the lien of the Mortgage, and to any and all increases, renewals, substitutions, replacements and/or consolidations of the Mortgage, and to any future mortgage or mortgages affecting the leased premises held by the holder of the Mortgage.

**2. Non-disturbance**

So long as no default exists, nor any event has occurred, which has continued to exist for such period of time (after notice, if any, required by the Lease) as would entitle the Landlord to terminate the Lease or would cause, without any further action of the Landlord, the termination of the Lease or would entitle the Landlord to dispossess Tenant thereunder, the Lease shall not be terminated, nor shall the Tenant's use, possession or enjoyment in the Premises be interfered with, nor shall the leasehold estate granted by the Lease be affected in any other manner, in any foreclosure or any action or proceeding instituted under or in connection with the Mortgage or in case the Mortgagee takes possession of the Real Property pursuant to any provisions of the Mortgage unless the Landlord would have had such right if the Mortgage had not been made. Notwithstanding the foregoing, any person acquiring the interest of the Landlord as a result of the above-described foreclosure or other action or proceeding, his successors and assigns (herein called the "Purchaser") shall not be:

(a) liable for any act or omission of any prior landlord;

(b) subject to any offsets or defenses which Tenant might have against any prior landlord; or

(c) bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord; or

(d) bound by any amendment or modification of the Lease made without the Mortgagee's prior written consent.

**3. Attornment**

If the interests of Landlords under the Lease shall be transferred by reason of foreclosure or other proceedings for the enforcement of the Mortgage, Tenant shall be bound to the Purchaser under all of the terms, covenants, and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option thereof in the Lease, with the same force and effect as if the Purchaser were the Landlord under the Lease. Tenant hereby agrees to attorn to the Purchaser, including the Mortgagee if it is the Purchaser, as its Landlord, such attornment to be effective and self-operative without the execution of any further instruments upon Purchaser's succeeding to the interest of the Landlord under the Lease. The respective rights and obligation of Tenant and Purchaser upon such attornment, to the extent of the then remaining balance of the term of the Lease and any such extensions and renewals, shall be and are the same as now set forth in the Lease.

**4. Successors and Assigns**

This Agreement shall be binding upon and inure to the benefits of the Parties hereto and their successors in interest and assigns.

**5. Signatures**

This Agreement shall be signed by [insert name] on behalf of [insert name of Mortgagee], and by [insert name of Tenant].

MORTGAGEE:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
[insert name of Mortgagee]

TENANT:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
[insert name of Tenant]