

## **Landlord Friendly Sample Subordination, Non-Disturbance and Attornment Provision**

### **BRIEF DESCRIPTION:**

This mortgage clause indicates Tenant's acknowledgement that this Lease is subject and subordinate to any first lien mortgage or deed of trust and to all renewals, modifications, consolidations, replacements and extensions thereof.

Mortgages. Tenant acknowledges and agrees that this Lease is subject and subordinate to any first lien mortgage or deed of trust which may now or hereafter encumber the Project and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination need be required by any mortgagee. Tenant shall, however, upon Landlord's request, execute within ten (10) days of receipt of Landlord's request any appropriate certificate or instrument in confirmation of such subordination. In the event of the enforcement by the trustee or the beneficiary under any such mortgage or deed of trust of the remedies provided for by law or by such mortgage or deed of trust, Tenant will, upon request of any person or party succeeding to the interest of Landlord as a result of such enforcement, automatically become the Tenant of such successor-in-interest without change in the terms or other provisions of this Lease; provided however, that such successor-in-interest shall not be (i) subject to any offsets or defenses which Tenant may have against any prior landlord, (ii) bound by any payment of rent for more than one month in advance, (iii) bound by any amendment or modification of this Lease made after such lien is placed against the Project (and Tenant has been given notice thereof) without the written consent of such trustee or such beneficiary if such consent is required in the loan documents, or (iv) liable for any act or omission of any prior landlord (including Landlord) under this Lease. Notwithstanding the foregoing, Tenant agrees that at any time, the holder of a mortgage or deed of trust on the Project may unilaterally subordinate its lien, in whole or in part, to this Lease, effective upon recording such subordination in the Land Records of the City or County in which the Project is located.

Disclaimer: As with all forms, this document may not be suited for all situations and its provisions should be tailored to the specifics of your transaction