

**SUBORDINATION, ATTORNMENT
AND
NON-DISTURBANCE AGREEMENT**

THIS SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT ("this Agreement"), made as of the date last shown below, between X, a bank chartered under the laws of State Y, and having an office at New York, New York ("Lender"), and the tenant whose name, address and legal status are as set forth on the signature page hereof ("Tenant").

WITNESSETH:

WHEREAS, Lender is now the owner and holder of a certain promissory note ("Note") of the Landlord (as hereinafter defined) and one or more mortgages (collectively the "Mortgage") covering certain real property more particularly described on Exhibit A annexed hereto ("Mortgaged Property"); and

WHEREAS, Tenant is the lessee under a certain lease ("Lease") made by Z (the lessor and its successors and assigns are herein collectively called "Landlord"), which Lease (including any amendments thereof) and the portion of the Mortgaged Property therein demised ("Demised Premises") are more particularly described on Exhibit B annexed hereto (upon exercise of Tenant's rights under the Lease (if any) to acquire additional space, the term Demised Premises shall include such space): and

WHEREAS, Tenant and Lender desire to confirm their understanding with respect to the Lease and the Mortgage:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Lender and Tenant hereby agree as follows:

1. Nondisturbance. Provided that Tenants is not in default (beyond any period given Tenant to cure such default) in the payment of base rental or additional rental or in the performance of any of the terms, covenants, or conditions of the Lease on Tenant's part to be performed, then subject to the terms and conditions of this Agreement, Tenant's rights and privileges under the Lease, or any extensions, expansions or renewals thereof which may be effected in accordance with any option therefor in the Lease, shall not be terminated, diminished or interfered with by Lender in the exercise of any of the Lender's rights under the Mortgage, and Lender will not join Tenant as a party defendant in any Action or proceeding for the purpose of terminating Tenant's interest and estate under the Lease because of any default under the Mortgage.

2. Attornment. If (a) any proceedings are brought for the foreclosure of the Mortgage; (b) the Mortgaged Property (or any part thereof) should be sold pursuant to a trustee's sale; or (c) the Mortgaged Property is conveyed by deed in lieu or assignment in lieu of foreclosure, Tenant shall, if Lender (or any other holder of the Note or such holder's nominee), its nominee, or the purchaser at such foreclosure sale or under a conveyance in lieu of foreclosure so elects, attorn to Lender (or any other holder or its nominee), its nominee, or such purchaser, as the case may be, as the Landlord under the Lease. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of any of the parties hereto. Tenant agrees, however, to execute and deliver at any time, and from time to time, upon the request of Landlord, Lender or of any other holder(s) of any of the indebtedness or other obligations secured by the Mortgage or any such nominee or purchaser, any instrument or certificate which, in its sole judgment, Landlord, Lender, such other holder(s), or such nominee or purchaser, as the case may be, deems to be necessary or appropriate in any such foreclosure proceeding or conveyance in lieu of foreclosure or otherwise to evidence such attornment, provided that the rights of Tenant under the Lease shall not be impaired or Tenant's obligations increased, as a result thereof.

3. Lender's rights and obligations. If Lender (or any other holder of the Note or its nominee) or its nominee shall succeed to the interest of the Landlord under the Lease in any manner, or if any purchaser acquires the Mortgaged Property or any part thereof including the Demised Premises upon any foreclosure of the Mortgage or pursuant to a trustee's sale or by a conveyance in lieu of such foreclosure, Lender, its nominee, such other holder (or its nominee), or such purchaser, as the case may be, in the event of attornment, shall have, in addition to all remedies provided for in the Lease or by law, following the occurrence of such default, all of the same remedies by entry, action, or otherwise in the event of any default by Tenant (beyond any period given Tenant to cure such default) in the payment of base rental or additional rental or in the performance of any of the terms, covenants, and conditions of the Lease on Tenant's part to be performed that Landlord had or would have had if Lender, its nominee, such other holder (or its nominee), or such purchaser, as the case may be, had not succeeded to the interest of Landlord. From and after such attornment, Lender, its nominee, such other holder (or its nominee), or purchaser, as the case may be, shall be bound to Tenant under all the terms, covenants and conditions of the Lease except that the provisions of the Mortgage shall govern with respect to the disposition of the proceeds of insurance against fire or other casualty and condemnation awards, and also with respect to proceeds of the sale or mortgage of the Mortgaged Property. Notwithstanding the

foregoing, Lender, its nominee, such other holder (or its nominee). or such purchaser as the case may be. shall not be:

(i) obligated to cure any defaults under the Lease of any prior landlord including Landlord);

(ii) liable for any act or omission of any prior landlord including Landlord):

(iii) subject to any offsets or defenses which Tenant might have against any prior landlord including Landlord):

(iv) bound by any base rental or additional rental which Tenant might have paid for more than the current month to any prior landlord including Landlord):

(v) bound by an amendment or modification of the Lease made without Lender's prior written consent; or

(vi) obligated to make any capital improvements to the Mortgaged Property or the Demised Premises which any prior landlord (including Landlord) has agreed to make but not completed.

4. Landlord's rights. Nothing herein contained is intended, nor shall be construed, to abridge or adversely affect any right or remedy of Landlord under the Lease in the event of any default by Tenant (beyond any period given Tenant to cure such default) in the conditions of the Lease on Tenant's part to be performed.

5. Subordination. Tenant hereby agrees that the Lease shall in all respects be, and is hereby expressly made, subject, subordinate and inferior to the liens and security interests of the Mortgage, and all other documents and instruments evidencing or securing (or which may hereafter evidence or secure) the indebtedness evidenced by the Note and secured by the Mortgage and to all consolidations, extensions, modifications, renewals, recastings and refinancing thereof.

6. Notices. Any notice or communication required or permitted hereunder shall be given in writing, sent by United States mail, postage prepaid, registered or certified mail, or by reputable overnight courier service (such as Federal Express) or by telecopy (provided that such is confirmed by mail or overnight courier in the manner previously described) addressed as set forth on Exhibit C annexed hereto, or to such other address or in care of such other person as hereafter shall be designated in writing by the applicable party sent in the manner in this paragraph 6 provided and shall be deemed to have been given two (2)

days after mailing, or one (1) day after having been sent by overnight courier or by telecopy (with confirmation as provided above).

7. No oral modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, their successors and assigns (except that this Agreement shall not inure to the benefit of successors and assigns of Tenant in violation of the terms of the Lease), and any purchaser or purchasers at foreclosure of the Mortgaged Property, and its or their respective heirs, personal representatives, successors and assigns.

8. Applicable law. This Agreement shall be governed by and construed under the laws of the State of New York.

IN WITNESS WHEREOF, Lender and Tenant have executed this Agreement as of the day of , 20_.

LENDER: By _____

TENANT: By _____