

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

This SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") dated the ____ day of October, 2014, between _____ ("Lender"), with an address at _____ and _____ LLC ("Tenant"), a limited liability company organized and existing under the laws of the State of Vermont.

WHEREAS, Tenant has entered into a Land Lease Agreement (the "Lease") dated the ____ day of _____ 2014 with _____ ("Landlord") with an address at _____, covering certain premises more fully described in the Lease (the "Premises"), which Premises are a part of a _____ parcel of real property located in _____, State of Vermont (the "Property");

WHEREAS, Lender has made a loan to Landlord in the sum of _____ secured by a _____ Agreement on the Landlord's interest in the Property (the "Security Instrument"), recorded in the official records of the _____ town clerk's office (the "Public Records");

WHEREAS, Tenant has agreed to the subordination of the Lease to the Security Instrument on the condition that it is assured of continued occupancy of the Premises under the terms of the Lease and this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound hereby, promise, covenant and agree as follows:

1. Tenant agrees to the subordination of the Lease to the Security Instrument on the condition that it is assured of continued occupancy of the Premises under the terms of the Lease and this Agreement, and Tenant will attorn to such Lender in the event that the Lender acquires title to the Property.
2. Lender agrees to honor the Lease, and that the Lease shall remain in full force and effect and shall not be terminated, and Tenant shall be permitted to exercise all of its rights and remedies thereunder, as long as Tenant is not in default under the Lease, even in the event of foreclosure under the Mortgage to which such Lender is a party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the date and year first above written.

IN PRESENCE OF:

TENANT:

LLC

By: _____

Witness

Name:

Title: Registered Agent

LENDER:

By: _____

Witness

Name:

Title:

STATE OF VERMONT
COUNTY OF _____, SS,

On this _____ day of _____, 2014, personally appeared _____ to me known to be the person who executed the foregoing instrument, and he acknowledged this instrument, by him signed, to be his free act and deed.

Before me,

Notary Public

Printed Name:

Notary commission issued in _____ County

My commission expires:

STATE OF VERMONT
COUNTY OF _____,SS,

On this _____ day of _____, 2014, personally appeared
to me known to be the person who executed the foregoing instrument, and he acknowledged this
instrument, by him signed, to be his free act and deed.

Before me, _____
Notary Public

Printed Name:

Notary commission issued in _____ County
My commission expires: