COMMERCIAL LEASE AGREEMENT ADDENDUM

Lender Subordination and Attornment Provisions

Prepared by: Agent _____ **Phone** _____
Broker _____ **Email** _____

DATE: _____, 20_____, at _____, California.

Items left blank or unchecked are not applicable.

FACTS:

1. This is an addendum to a commercial lease agreement

1.1 dated _____, 20_____, at _____, California,

1.2 entered into by _____, as the Landlord, and

1.3 _____, as the Tenant,

1.4 regarding real estate referred to as _____

_____.

AGREEMENT:

In addition to the terms of the above agreement, the undersigned agree to the following:

2. Lender subordination clause: Any master lessor or holder of a lien on the leased premises may elect to subordinate its interest in the premises to this lease by service of written notice on Tenant of the election, and thereafter Lease shall have priority regardless of the priorities set by law.

3. Attornment clause: In the event Tenant's estate is exhausted by an elimination of Landlord's estate, Tenant will recognize the new owner who acquires Landlord's estate as Landlord under this Lease should the new owner, within 30 days of acquisition, notify Tenant in writing of the new owner's election to be substituted as Landlord under this Lease.

I agree to the terms stated above.

☐ See attached Signature Page Addendum. [**ft** Form 251]

Date: _____, 20_____

Landlord: _____

Signature: _____

I agree to the terms stated above.

☐ See attached Signature Page Addendum. [**ft** Form 251]

Date: _____, 20_____

Tenant: _____

Signature: _____