

\* SUBJECT TO REVISION BY CITY \*

TEMPLATE SUBORDINATION AGREEMENT

This instrument is made as of  
\_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_  
("Lienholder"), a \_\_\_\_\_,  
having its principal place of business at

\_\_\_\_\_.

RECITALS

- A. \_\_\_\_\_ ("**Lienholder**") is the holder of a note secured by a mortgage (the "**Mortgage**") on the Mortgaged Property (as defined below), dated \_\_\_\_\_, 20\_\_\_\_, executed by \_\_\_\_\_ and recorded on \_\_\_\_\_, 20\_\_\_\_ in book \_\_\_\_\_, at page \_\_\_\_\_, as instrument \_\_\_\_\_, in the real estate records of \_\_\_\_\_ County, pertaining to the real estate located at \_\_\_\_\_ and further described as follows (the "**Mortgaged Property**"): \_\_\_\_\_
- B. \_\_\_\_\_, the owner ("**Owner**") of the Mortgaged Property has applied to the City of New York ("**City**") for funding ("**Funding**") in the form of City capital funds to cover certain costs and expenses incurred by Owner in connection with the development of the Mortgaged Property.
- C. It is a condition of the Funding that Owner execute, deliver and cause to be recorded against the property records of the Mortgaged Property a Declaration of Restrictive Covenant ("**Declaration**") in substantially the form attached hereto as Exhibit A in favor of the City, and that Lienholder subordinate its Mortgage to the Declaration.
- D. It is to the benefit of Lienholder that the City advance the Funding to Owner.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lienholder agrees as follows:

1. The Mortgage held by Lienholder shall be subject and subordinate to the Declaration.
2. Lienholder acknowledges that the City is relying on this instrument in its determination to advance the Funding to Owner. Lienholder agrees that the Declaration shall have the same validity, priority, and effect as if executed, delivered and recorded prior to the date of the Mortgage, provided, however, that nothing in this instrument shall in any way alter, change or modify the terms and conditions of the Mortgage, or in any way release or affect the validity or priority of the Mortgage, except as provided herein.

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
("Lienholder")

By: \_\_\_\_\_

Name:

Title:

STATE OF \_\_\_\_\_ )  
: SS.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_, to me personally known to be the \_\_\_\_\_, and who being by me duly sworn, subscribed their name to the foregoing instrument as an officer of said corporation and acknowledged the execution of such instrument as the voluntary act and deed of said corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**FORM OF DECLARATION OF RESTRICTIVE COVENANT**

(SEPARATE ATTACHMENT)