

THIS FORM NONDISTURBANCE AND ATTORNMENT AGREEMENT HAS BEEN PREPARED BY FREDDIE MAC FOR INFORMATIONAL PURPOSES ONLY. TECHNICAL REVISIONS AND SUBSTANTIVE CHANGES MAY BE NECESSARY FOR IT TO BE IN EXECUTABLE FORM AND TO CREATE NONDISTURBANCE OBLIGATIONS IN A PARTICULAR STATE. FREDDIE MAC EXPLICITLY DISCLAIMS ANY AND ALL RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, VALIDITY OR LEGAL SUFFICIENCY IN CONNECTION WITH THE USE OF THIS FORM. USE OF THE FORM DOES NOT CONSTITUTE FREDDIE MAC APPROVAL OF A PARTICULAR EXECUTED NONDISTURBANCE AND ATTORNMENT AGREEMENT OR GROUND LEASE COMMUNITY.

NONDISTURBANCE AND ATTORNMENT AGREEMENT

This document must be recorded in the land records where the Fee Simple Security Instrument is recorded.

Date: _____

Lessor: _____

Lessor's Address: _____

Fee Simple Lender: _____

Fee Simple Lender's Address: _____

Real Property subject to the lien of the Fee Simple Lender: _____

_____, as more particularly described in the Exhibit titled "Legal Description of Real Property".

THIS NONDISTURBANCE AND ATTORNMENT AGREEMENT, dated the date stated above, states the rights and obligations of the Fee Simple Lender to various Lessees and Leasehold Lenders with respect to the Fee Simple Lender's lien on the Real Property.

The Lessor has executed and delivered to the Fee Simple Lender a Fee Simple Security Instrument and Assignment of Leases and Rents to secure a land acquisition and development loan from the Fee Simple Lender.

To secure payment and performance of the leasehold mortgage loans made to various Lessees by their Leasehold Lenders, each Lessee has granted to the Leasehold Lender a lien on the Home and the Lessee's interests under the Ground Lease Agreement, including its leasehold interest in the Leased Property. Under the terms of the Ground Lease Agreement, upon a Lessee's default on the mortgage loan, the Leasehold Lender has the right to foreclose on, and take possession of, the Home, and the Lessee's leasehold interest in the Leased Property, and has the right to assume or assign the Ground Lease Agreement.

As a condition to making leasehold mortgage loans to the various Lessees, the Leasehold Lenders require that the Lessor obtain certain nondisturbance agreements from the Fee Simple Lender. The Lessor and the Fee Simple Lender have determined that it is in everyone's best interest to facilitate leasehold mortgage financing from the Leasehold Lenders for those Lessees who wish it.

Accordingly, the Fee Simple Lender has agreed that on or before the execution of the first Ground Lease Agreement, the Fee Simple Lender will execute, deliver and record this Agreement, assuring each Lessee and Leasehold Lender continued occupancy and use of the Home and the Leased Property, subject to certain conditions stated in this Agreement.

1. Definitions.

The Assignment of Leases and Rents is the instrument, dated _____, _____, that assigns the rents and other rights of the Lessor under certain Ground Lease Agreements relating to the Real Property to the Fee Simple Lender, and that is recorded in the land records of:

at (Folio; Page): _____.

The Fee Simple Security Instrument is the instrument (mortgage, deed of trust or trust to secure debt), dated _____, _____, creating a valid lien on Real Property and certain personal property intended to be used by the Lessor in connection with the Real Property, and recorded in the land records of:

at (Folio; Page): _____.

The Ground Lease Agreement is the ground lease agreement between the Lessor and each Lessee in which the Lessee leases Leased Property from the Lessor; the Ground Lease Agreement is substantially in the form of the lease agreement attached to this Agreement as an exhibit.

The Home is the dwelling, which may be a manufactured home, and other improvements currently located or to be erected and located on the Leased Property.

The Leased Property is the site on which the Home is located that is leased from the Lessor under the terms of the Ground Lease Agreement and includes the right to the nonexclusive use of the designated common areas and recreational facilities located within the Real Property.

A Lessee is the owner of the Home and the holder of a leasehold interest in the Leased Property.

The Leasehold Lender is the mortgage lending institution that has originated to a Lessee, a leasehold mortgage loan, repayment of which is secured by a lien evidenced by the Leasehold Security Instrument on the Home and the Leased Property.

The Leasehold Security Instrument is the recorded instrument (mortgage, deed of trust or trust to secure debt), creating a valid lien on the Home and the Lessee's leasehold interest in the Leased Property and the Lessee's rights under the Ground Lease Agreement.

2. Right of Nondisturbance. Each Lessee and Leasehold Lender, and the successors in interest and assignees of the Lessee and the Leasehold Lender shall have the following Rights of Nondisturbance:
 - (a) if the Fee Simple Security Instrument is foreclosed and/or the Fee Simple Lender exercises its rights under the Assignment of Leases and Rents, the Fee Simple Lender shall be obligated to the Lessees, and their successors in interest or assignees, for as long as it owns or has otherwise assumed the rights of the Lessor under the Assignment of Leases and Rents, for all the terms, covenants and conditions of the Ground Lease Agreement. However, the Fee Simple Lender shall not be liable for acts or omissions of Lessor, and claims or counterclaims for damages against the Lessor, or any other obligation of the Lessor, arising prior to the date the Fee Simple Lender acquired title to the Real Property through foreclosure or exercised its rights under the Assignment of Leases and Rents.
 - (b) each Ground Lease Agreement and all rights granted under each Ground Lease Agreement to each Lessee, or Lessee's successors in interest or assignees, including the right to use common areas and recreational facilities, shall not be terminated or cancelled (except as permitted by the provisions of the Ground Lease Agreement) or otherwise affected by foreclosure or enforcement of any rights given the Fee Simple Lender under the Fee Simple Security Instrument, the Assignment of Leases and Rents or any other collateral documents, or as a matter of law;
 - (c) all rights granted to the Leasehold Lender, its successors in interest and assignees in connection with the Leasehold Lender's lien on, and security interest in, the Home, the Lessee's leasehold interest in the Leased Property and the Ground Lease Agreement, and the Leasehold Lender's right to possession of the Home and the Leased Property (including but not limited to its rights under the Leasehold Security Instrument and the Ground Lease Agreement), shall not be terminated or cancelled or otherwise affected by enforcement of any rights given the Fee Simple Lender under the Fee Simple Security Instrument, the Assignment of Leases and Rents or any other collateral documents, or as a matter of law, except to the extent that the Ground Lease Agreement is terminated or cancelled pursuant to its terms;

- (d) the Fee Simple Lender will not name or join any Lessee or Leasehold Lender, or the successors or assignees of either of them as a party defendant in any suit, action or proceeding to enforce the Fee Simple Security Instrument, the Assignment of Leases and Rents or any other collateral documents; and
 - (e) in the event that the Fee Simple Lender succeeds to the interest of the Lessor under the terms of Fee Simple Security Instrument and the Assignment of Leases and Rents, the Fee Simple Lender accepts the attornment of each Lessee to it as the substitute lessor under the Ground Lease Agreement and the Ground Lease Agreement shall continue in full force and effect as a direct lease between the Fee Simple Lender, as Lessor, and the Lessee or the Leasehold Lender, as applicable, and the without the necessity for executing a new Ground Lease Agreement.
3. Conditions to the Right of Nondisturbance. The Rights of Nondisturbance of each Lessee and Leasehold Lender and the successors in interest and assignees of each Lessee and the Leasehold Lender are subject to the following conditions:
- (a) the Ground Lease Agreement is in full force and effect; and
 - (b) the Lessee, or the Leasehold Lender (if the Leasehold Lender has exercised its rights under the Leasehold Security Instrument or the Ground Lease Agreement) or any successor or assignee of either of Lessee or the Leasehold Lender, are not in default in any payment of rent, real or personal property taxes, or property insurance on the Home or Leased Property under the Lease (subject to any applicable grace or cure period), and the Lessee is not in default under any of the terms and conditions of the Ground Lease Agreement that would result in a termination of the Ground Lease Agreement; and
 - (c) the Lessee, it successors and assigns, has agreed in the Ground Lease Agreement to attorn to the Fee Simple Lender, as lessor; the attornment to be effective immediately upon the Fee Simple Lender's succeeding to the interest of the Lessor under the Ground Lease Agreement without the execution of any other instrument by the Lessee, Leasehold Lender or Fee Simple Lender.
4. Certificates. At the reasonable written request of any Leasehold Lender, the Fee Simple Lender will provide written certification that the Lessor is not in default in its payments of principal and interest on its Note to the Fee Simple Lender and to the Fee Simple Lender's knowledge, the Lessor is not in default in its payments of property taxes and property insurance, required reserves, or any other payments required under the terms of the Fee Simple Security Instrument, the Assignment of Leases and Rents or any other collateral documents, and is not in material default on any other nonmonetary obligation contained in the Fee Simple Security Instrument, the Assignment of Leases and Rents or any other collateral documents.

5. Effect of Lien. The lien of the Fee Simple Security Instrument and the Assignment of Ground Leases and Rents does not and shall not encumber any buildings, improvements, trade fixtures, equipment or other real or personal property owned by Lessee or by Lessee's assignees or successors in interest and located on the Real Property, including but not limited to the Home. The Lessee, the Leasehold Lender or their respective assignees or successors in interest, by the exercise of the rights under any Ground Lease Agreement or Leasehold Security Instrument do not assume any liability or obligation under the Lessor's Note, the Fee Simple Security Instrument, the Assignment of Leases and Rents or any other collateral documents, or with respect to the indebtedness secured by these instruments.
6. Casualty Insurance and Condemnation Proceeds. The Fee Simple Lender agrees that condemnation proceeds received by the Lessor shall be applied to the various applicable Lessees and Leasehold Lenders in the manner described in the Ground Lease Agreement.

The Fee Simple Lender agrees that any insurance or condemnation proceeds received by the Lessor or the Fee Simple Lender shall be used for the restoration, repair or replacement of the property damaged or taken by condemnation if the restoration, repair or replacement is economically feasible and the Fee Simple Lender's security is not lessened.

7. Execution; Copies. At the request of any Leasehold Lender, the Fee Simple Lender will provide an originally executed or certified executed copy of this Nondisturbance and Attornment Agreement, with recordation notation, to the Leasehold Lender. The Fee Simple Lender authorizes the Lessor to provide any Lessee who requests it with a copy of this Nondisturbance and Attornment Agreement, with recordation notation, fully executed by the Fee Simple Lender.
8. Notices. If a Leasehold Lender or Lessee requests it and has provided contact information, the Fee Simple Lender will notify in writing the Leasehold Lender and Lessees in the event it institutes foreclosure or other nonjudicial proceedings against the Lessor pursuant to the terms of the Fee Simple Security Instrument and at the time it acquires title to the Real Property through foreclosure or deed-in-lieu of foreclosure or at any time it exercises its rights to collect rents under the terms of the Assignment of Leases and Rents. However, such notice or the failure to provide such notice shall not be construed or interpreted as a condition precedent, or in any way bar the Fee Simple Lender from exercising its rights pursuant to the terms of the Fee Simple Security Instrument and/or the Assignment of Leases and Rents.

All notices and common communications given under this Agreement shall be in writing and shall be given by United States certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight delivery service addressed to Fee Simple Lender and to each Leasehold Lender and Lessee who has submitted a written request to receive notices to the Fee Simple Lender and has provided the necessary contact information. In the alternative, notices may be by personal delivery or by nationally

recognized overnight delivery service, in which event, the notice shall be effective upon receipt.

9. Technical Provisions.

- (a) Entire Agreement. This Agreement contains the entire agreement of the Fee Simple Lender with respect to the Lessees and Leasehold Lenders.
- (b) Modification. Neither this Agreement, nor any obligation, term or condition in this Agreement may be changed, modified, amended, waived or cancelled without the consent of each Lessee and each Leasehold Lender that may be affected.
- (c) Binding Effect. This Agreement shall bind and inure to the benefit of the Fee Simple Lender, each Leasehold Lender and each Lessee, and their respective heirs, personal representatives, successors and assigns.
- (d) Governing Law. This Agreement shall be governed by and construed according to the laws of the state in which the Real Property is located.
- (e) Waiver. The waiver of a breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition.

THIS NONDISTURBANCE AND ATTORNMENT AGREEMENT was duly executed and delivered and sealed by the Fee Simple Lender on its behalf by its duly authorized representatives as of the date stated above.

FEE SIMPLE LENDER:

[INSERT NAME OF FEE SIMPLE LENDER]

By: _____ {SEAL}
(Authorized Officer)

Name:

Title:

JOINDER OF TRUSTEES (If the Fee Simple Security Instrument is a Deed of Trust or Trust to Secure Debt)

_____ and _____, as trustees for the benefit of Fee Simple Lender under the Fee Simple Security Instrument, hereby join in the execution of this Nondisturbance and Attornment Agreement.

(SEAL)

(SEAL)

Space Below This Line For Acknowledgements In Accordance With The Laws Of The
Jurisdiction

LEGAL DESCRIPTION OF REAL PROPERTY

FORM OF GROUND LEASE AGREEMENT