

Exhibit B – Lien Holder’s Consent

(Executed by each Lien Holder on the Development as of the effective date of this AGREEMENT)

The undersigned Lien Holder hereby consents to the execution by the Development Owner of this AGREEMENT for _____.
(Name of the Development as it appears in this AGREEMENT)

The undersigned Lien Holder hereby subordinates its lien(s) to the rights and interests of any existing tenant as described in subsection 5(d) of this AGREEMENT such that a foreclosure of its lien(s) shall not extinguish such rights and interests. The undersigned Lien Holder further acknowledges and agrees that the acquisition of the Development, as described in subsections 5(b) and 5(c), by any party shall be subject to the provisions of subsection 5(d) of this AGREEMENT, which provisions shall continue in full force and effect for a period of three (3) years from the date of such acquisition.

Executed to be effective as of the effective date of this AGREEMENT.

Lien Holder: _____

by: _____
(Signature of Lien Holder’s Representative)

Printed Name: _____

Title/Position: _____

ACKNOWLEDGMENT

STATE OF _____)
)
COUNTY OF _____)

On this day before me the undersigned officer, personally appeared the within named _____ who acknowledged that she/he was the
(Name of Lien Holder’s Representative)

_____ of _____
(Title/Position Held) *(Lien Holder)*

a _____, and was authorized in such capacity to
(E.g., Corporation, Limited Liability Company; Partnership; Limited Partnership)

execute the above “Exhibit B – Lien Holder’s Consent” on behalf of _____
(Lien Holder)

_____ and so executed the foregoing instrument for the consideration and purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this _____ day of _____, 20__.

My Commission Expires: _____
(Notary Public Signature)

Seal:

LAND USE RESTRICTION AGREEMENT and DECLARATION OF LAND USE RESTRICTIVE COVENANTS
BETWEEN _____, and
(Development Owner)