

EXHIBIT D

[Subordination, Non-disturbance and Attornment Agreement Form]

Lease # _____

ESTOPPEL AND SUBORDINATION AGREEMENT

WHEREAS, a condition of funding the aforesaid loan by Mortgagee to Landlord is that the Lease be ratified and subordinated to the Security Deed and that the Tenant agree to attorn to Mortgagee; and

WHEREAS, Landlord and Tenant wish to so ratify and are willing to subordinate the Lease to the Security Deed; and

WHEREAS, Tenant has agreed that Tenant will attorn to Mortgagee, provided Tenant is assured of continued and undisturbed occupancy of the Premises under the terms of the Lease.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants herein contained and the sum of Ten Dollars and no/100 (\$10.00) in hand paid by Mortgagee to Landlord and to Tenant, the receipt and sufficiency whereof are hereby acknowledged, Tenant, Landlord and Mortgagee hereby agree as follows:

1. Status of Lease. Landlord and Tenant hereby represent to Mortgagee as follows:

(a) that the Lease is in full force and effect, that there are no amendments or modification thereto unless as expressly set forth above, and that there are no other agreements between Landlord and Tenant relating to the Premises;

(b) Tenant has not prepaid any rental, other than as provided in the Lease, to Landlord, or to any other party, other than the rent due and payable in the calendar month of the execution of this Agreement; and

(c) there are no breaches or defaults existing under the Lease.

2. Subordination. The Lease and the rights of the Tenant thereunder are hereby subordinated to the Security Deed and the security title thereof and to all renewals, substitutions, extensions, replacements, consolidations and increases in amount thereof.

3. Non-Disturbance of Lease. So long as the Lease, including any renewals, extensions, substitutions or replacements thereof, shall be in full force and effect and Tenant shall not be in default thereunder:

(a) Tenant shall not be joined as an adverse or party defendant in any action or proceeding which may be instituted or commenced by Mortgagee to foreclose or enforce the Security Deed or the Note secured thereby;

(b) Tenant's interest under the Lease shall not be terminated or disturbed during the term of the Lease, including any renewals, extensions, substitutions or replacements thereof, nor shall Tenant be evicted from the Premises by reason of any default under the Security Deed or the Lease Assignment.

4. Attornment of Tenant. In the event either Mortgagee or any successor in interest shall succeed to the rights of Landlord under the Lease, whether through possession, surrender, assignment, judicial action, foreclosure action or delivery of a deed or otherwise, Tenant shall attorn to and recognize such successor-landlord as Tenant's landlord and the parties shall promptly execute and deliver any instrument that any one of them may reasonably request of the other to evidence such attornment and acceptance thereof and the recognition by such parties of all of the terms, provisions, covenants, obligations and privileges contained in the Lease. From and after the time of such attornment, Tenant shall have the same remedies against such successor-landlord for the breach of an agreement contained in the Lease, including